



REQUEST FOR PROPOSAL (RFP)

DISASTER EMERGENCY DEBRIS REMOVAL SERVICES

RFP Number: <u>11-0803</u>	Contracting Officer: <u>Roseann Johnson</u>
Proposal Due Date: <u>May 2, 2012</u>	Pre-Proposal Conference Date: <u>Not applicable for this RFP</u>
Proposal Due Time: <u>3:00 pm</u>	RFP Issue Date: <u>April 9, 2012</u>

TABLE OF CONTENTS	
SECTION 1: Special Terms and Conditions	Pages 2-15
SECTION 2: Statement of Work	Pages 16-32
SECTION 3: General Terms and Conditions	Pages 33-36
SECTION 4: Pricing/Certifications/Signatures	Pages 37-42
SECTION 5: Attachments	Pages 43-76

SPECIFIC SOLICITATION REQUIREMENTS ARE AS NOTED BELOW:	
Proposal and/or Performance Bond:	Not applicable to this Proposal
Certificate of Competency/License:	See Section 1.19
Indemnification/Insurance:	See Section 1.8
Pre-Proposal Conference/Walk-Thru:	Not applicable to this Proposal

At the date and time specified above, all proposals that have been received in a timely manner will be opened, recorded, and accepted for consideration. The names of the Vendors submitting proposals will be read aloud and recorded. The proposals will be available for inspection during normal business hours in the Office of Procurement Services within ten (10) working days after the due date. When counter-signed by an authorized County representative, this document and any specifically identified attachments may form the contract document binding the parties to all performance specified herein.

Vendors shall complete and return the entirety of this RFP, and attach all other information requested in this RFP (see Provision 1.14). Failure to sign the proposal response, or to submit the proposal response by the specified time and date, may be cause for rejection of the proposal.

NO-RESPONSE REPLY

If any Vendor does not want to respond to this solicitation at this time, or, would like to be removed from Lake County's Vendor List, please mark the appropriate space, complete name below and return this page only.

- ☐ Not interested at this time; keep our firm on Lake County's Vendors List for future solicitations for this product / service
- ☐ Please remove our firm from Lake County's Vendor's List for this product / service.

VENDOR IDENTIFICATION

Company Name: _____	Phone Number: _____
E-mail Address: _____	Contact Person: _____

Section 1.1: Purpose

The purpose of this solicitation is to establish one or more contracts to provide services to remove and lawfully dispose of disaster generated debris (other than hazardous materials and household putrescible garbage) from public property and public right of way in Lake County, Florida in response to an emergency event such as, but not limited to, hurricane(s) or other natural or manmade disaster(s). The County is seeking proposals from highly qualified Vendors with experience in the specialized management of disaster response labor for the removal of debris along with the preparation, response, recovery and mitigation phases of any emergency or disaster. Vendors must have the capability and ability to rapidly respond to wide scale debris volumes typically produced in hurricanes, tornadoes and other disaster types.

Vendors must handle storm debris management activities in Lake County in accordance with applicable regulations of the Federal Emergency Management Agency, Federal Highway Administration, Florida Department of Transportation, Florida Department of Health, Natural Resources Conservation Services, Lake County Water Authority, and the Florida Department of Environmental Protection in conjunction with the County's needs.

These acronyms shall be used hereafter throughout this solicitation:

FEMA	Federal Emergency Management Agency
FHWA	Federal Highway Administration
FDOT	Florida Department of Transportation
FDEP	Florida Department of Environmental Protection
FDH	Florida Department of Health
NRCS	Natural Resources Conservation Services
LCWA	Lake County Water Authority

Contracts must meet rules for Federal grants, as provided for in Title 44 Code of Federal Regulations (CFR) Part 13, (§13.36, Procurement) in order to be eligible for reimbursement under the Public Assistance Program.

NOTE: Contracts issued resulting from this RFP shall only be activated in the event of a declared emergency. There is no guarantee any contract resulting from this RFP will be activated or any work performed.

Section 1.2: Designated Procurement Representative

Questions concerning any portion of this solicitation shall be directed in writing [fax and e-mail accepted] to the below named individual who shall be the official point of contact for this solicitation. To ensure reply, questions should be submitted no later than five (5) working days before the proposal due date to:

Roseann Johnson, CPM, CPPB, Senior Contracting Officer
Lake County BCC
Procurement Services Office

315 W. Main Street, Room 441
PO BOX 7800
Tavares, FL 32778-7800
Phone : 352.343.9839 Fax : 352.343.9473
E-mail: rjohnson@lakecountyfl.gov

No answers given in response to questions submitted shall be binding upon this solicitation unless released in writing as an addendum to the solicitation by the Lake County Procurement Services Office.

Section 1.3: Method of Award – Considering Qualifications and Pricing

Award will be made to the Vendor who submits the overall proposal that is judged to provide the best value to the County. A primary and a secondary Vendor may be chosen. Proposals will be evaluated based upon the following criteria:

1. Qualifications and experience in Debris Removal Services at a minimum of five (5) years considering job scope, service area, and amount of debris collected;
2. Responsiveness and completeness of the written qualifications package with regard to Scope of Services;
3. Financial Stability;
4. Mobilization and Operational Plans;
5. Rate schedule;
6. Technical experience with State and Federal Reimbursement;
7. Reports from direct and indirect references;
8. Other relevant criteria.

A Selection Committee approved by the County will evaluate and rank the proposals according to the criteria outlined above.

To ensure fair consideration for all proposers, the County prohibits communication to or with any department or employee during the submission process, except as provided in this section. Additionally, the County prohibits communication initiated by a proposer to **any** County Official or employee evaluating or considering the proposals (**up to and including the County Manager or the Board of County Commissioners**) before the time an award decision has been made. Any communication between proposer and the County will be initiated by the Procurement Services staff in order to obtain information or clarification needed to develop a proper, accurate evaluation of the proposal. Such communications initiated by a proposer may be grounds for disqualifying the offending proposer from consideration for award of the proposal and/or any future proposal.

To be considered for award the Vendor will be required to provide the requirements stated in the General Terms and Conditions, Section 3.2.

Section 1.4: Pre-Proposal Conference - Not applicable for this Proposal**Section 1.5: Term of Contract - Upon Delivery**

This contract shall be effective immediately following the date of execution by the County and remain in effect for thirty six (36) months. The contract prices resultant from this solicitation shall prevail for the full duration of the initial contract term unless otherwise indicated elsewhere in this document.

Section 1.6: Option to Renew for two (2) Additional One (1) Year Period(s) (With Price Adjustment)

Prior to, or upon completion, of the initial term of this contract, the County shall have the option to renew this contract for two (2) additional one (1) year period(s). Prior to completion of each exercised contract term, the County may consider an adjustment to price based on changes in the following pricing index as published by the U.S. Department of Labor, Bureau of Labor Statistics (<http://www.bls.gov>), Construction Cost Index, and Wage, Earnings and Benefits Calculators. **It is the Vendor's responsibility to request any pricing adjustment in writing under this provision.** The Vendor's written request for adjustment should be submitted thirty (30) calendar days prior to expiration of the then current contract term. The Vendor adjustment request must clearly substantiate the requested increase. The written request for adjustment should not be in excess of the relevant pricing index change. If no adjustment request is received from the Vendor, the County will assume that the Vendor has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period shall not be considered.

The County reserves the right to reject any written price adjustments submitted by the Vendor and/or to not exercise any otherwise available option period based on such price adjustments. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a County prerogative, and not a right of the Vendor. This prerogative will be exercised only when such continuation is clearly in the best interest of the County.

Section 1.7: Method of Payment - Monthly Invoices

See Scope of Services. Failure to submit invoices in the prescribed manner will delay payment, and the Vendor may be considered in default of contract and its contract may be terminated. Payments shall be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

Section 1.8: Insurance

Each Vendor shall include in its solicitation response package proof of insurance capabilities, including but not limited to, the following requirements: [This does not mean that the Vendor must have the coverage prior to submittal, but, that the coverage must be in effect prior to a purchase order or contract being executed by the County.]

An original certificate of insurance, indicating that the awarded Vendor has coverage in accordance with the requirements of this section, shall be furnished by the Vendor to the Contracting Officer within five (5) working days of such request and must be received and accepted by the County prior to contract execution and/or before any work begins.

The Vendor shall provide and maintain at all times during the term of any contract, without cost or expense to the County, policies of insurance, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the County, insuring the Vendor against any and all claims, demands or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the Vendor under the terms and provisions of the contract. The Vendor is responsible for timely provision of certificate(s) of insurance to the County at the certificate holder address evidencing conformance with the contract requirements at all times throughout the term of the contract.

Such policies of insurance, and confirming certificates of insurance, shall insure the Vendor is in accordance with the following minimum limits:

General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$1,000,000/2,000,000
Products-Completed Operations	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

Automobile liability insurance, including owned, non-owned, and hired autos with the following minimum limits and coverage:

Combined Single Limit	\$1,000,000
-----------------------	-------------

Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc.). If not required by law to maintain workers compensation insurance, the Vendor must provide a notarized statement that if he or she is injured; he or she will not hold the County responsible for any payment or compensation.

Employers Liability insurance with the following minimum limits and coverage:

Each Accident	\$1,000,000
Disease-Each Employee	\$1,000,000
Disease-Policy Limit	\$1,000,000

Professional liability and/or specialty insurance (medical malpractice, engineers, architect,

consultant, environmental, pollution, errors and omissions, etc.) insurance as applicable, with minimum limits of \$1,000,000 and annual aggregate of \$2,000,000.

The following additional coverage must be provided if a dollar value is inserted below:

Loss of Use at coverage value: \$ _____

Garage Keepers Liability at coverage value: \$ _____

Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, shall be named as additional insured as their interest may appear on all applicable liability insurance policies.

The certificate(s) of insurance shall provide for a minimum of sixty (60) days prior written notice to the County of any change, cancellation, or nonrenewal of the provided insurance. It is the Vendor's specific responsibility to ensure that any such notice is provided within the stated timeframe to the certificate holder.

If it is not possible for the Vendor to certify compliance, on the certificate of insurance, with all of the above requirements, then the Vendor is required to provide a copy of the actual policy endorsement(s) providing the required coverage and notification provisions.

Certificate(s) of insurance shall identify the applicable solicitation (ITB/RFP/RFQ) number in the Description of Operations section of the Certificate.

Certificate holder shall be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF
FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS.
P.O. BOX 7800
TAVARES, FL 32778-7800

Certificates of insurance shall evidence a waiver of subrogation in favor of the County, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by the County.

The Vendor shall be responsible for subcontractors and their insurance. Subcontractors are to provide certificates of insurance to the prime Vendor evidencing coverage and terms in accordance with the Vendor's requirements. **The Vendor shall furnish to the County proof of insurance for all sub-Contractors.**

All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the County. At the option of the County, the insurer shall reduce or eliminate such self-insured retentions or the Vendor or subcontractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

The County shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such

deductible or self-insured retention shall be the sole responsibility of the Vendor and/or sub-Contractor providing such insurance.

Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

Neither approval by the County of any insurance supplied by the Vendor or Subcontractor(s), nor a failure to disapprove that insurance, shall relieve the Vendor or Subcontractor(s) of full responsibility for liability, damages, and accidents as set forth herein.

Section 1.9: Bonds

Not applicable for this Proposal

Section 1.10: Delivery

See Statement of Work

Section 1.11: Acceptance of Services

The services rendered as a result of an award from this solicitation shall not be deemed complete, until accepted by the County and shall be in compliance with the terms herein, fully in accord with the specifications and of the highest quality.

In the event that the service does not conform to the specifications, the County reserves the right to terminate the contract and will not be responsible to pay for any such service.

Section 1.12: Warranty

Not applicable for this Proposal

Section 1.13 Deliveries of Solicitation Response

Unless a package is delivered by the Vendor in person, all incoming mail from the U.S. Postal Service and any package delivered by a third party delivery organization (FedEx, UPS, DHL, private courier, etc.) will be opened for security and contamination inspection by the Lake County Clerk of the Circuit Court Mail Receiving Center in an off-site secure controlled facility prior to delivery to any Lake County Government facility, which includes the Lake County Department of Procurement Services.

To be considered for award, a bid or proposal must be received and accepted in the Procurement Services Office prior to the date and time established within the solicitation. Allow sufficient time for transportation and inspection.

Each package shall be clearly marked with the applicable solicitation number, title, and company name. Ensure that your bid or proposal is securely sealed in an opaque envelope/ package to

provide confidentiality of the bid or proposal prior to the due date for the solicitation.

If you plan on submitting your bid or proposal **IN PERSON**, please bring it to:

LAKE COUNTY PROCUREMENT SERVICES
315 W. MAIN STREET
4TH FLOOR, ROOM 441
TAVARES, FLORIDA

If you submit your bid or proposal by the **UNITED STATES POSTAL SERVICE, (USPS)** please mail it to:

LAKE COUNTY PROCUREMENT SERVICES
PO BOX 7800
TAVARES, FL 32778-7800

If you submit your bid or proposal by a **THIRD PARTY CARRIER** such as FedEx, UPS, or a private courier, please send it to:

LAKE COUNTY PROCUREMENT SERVICES
MAIL RECEIVING CENTER
32400 COUNTY ROAD 473
LEESBURG, FL 34788

Facsimile (fax) or electronic submissions (e-mail) will not be accepted.

Section 1.14: Completion Requirements for Request for Proposal (RFP)

The original proposal (clearly noted as ORIGINAL) plus five (5) complete copies (clearly noted copies) and one (1) complete electronic copy (CD or thumb/jump drive) of the original document including any additional materials of the proposal submitted by the Vendor shall be sealed and delivered to the Office of Procurement Services no later than the official proposal due date and time. Any proposal received after this time will not be considered and will be returned unopened to the submitter. The County is not liable or responsible for any costs incurred by any Vendor in responding to this RFP including, without limitation, costs for product and/or service demonstrations if requested. When you submit your proposal, you are making a binding offer to the County.

Each proposal shall be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the conditions and requirements of this RFP. Fancy bindings, colored displays, and promotional material are not desired. **NO THREE RING BINDERS.** Emphasis in each proposal must be on completeness and clarity of content. The County emphasizes that the proposer concentrate on accuracy, completeness, and clarity of content.

To facilitate analysis of its proposal, the proposer shall prepare its proposal in accordance with

the instructions outlined in this section. If the proposal deviates from these instructions, such proposal may, in the County's sole discretion, be rejected.

Page Size and Format: Page size shall be 8.5 x 11 inches, not including foldouts. The text size shall be 11 point or larger.

Section 1.14.1 Proposal Submittal

The following items shall be included and submitted with your proposal:

Tab A. RFP Coversheet completed.

Tab B. Statement of Interest – to be submitted on the firm's letterhead and include the following:

1. Concisely state the firm's understanding of the services required by the County.
2. Include additional relevant information not requested elsewhere in the RFP.
3. The signature on the statement shall be that of a person authorized to represent and bind the firm.
4. Acknowledgement of Addenda (if any).
5. Years in business

Tab C. Firm Profile Form (copy attached). Attach proof of license to practice in Florida. Also include a list of existing contracts in the State of Florida.

Team Composition Form (copy attached). Complete one (1) form for each key person proposed to be assigned to this project. Brief resumes may also be attached in addition to completing the form.

Include an organizational chart with proposed points of contact and proposed full time project manager.

A completed Drug Free Workplace Certificate.

A completed Conflict of Interest Form.

Have you ever been terminated for performance or any other issues? If so, please describe the issues and the resulting actions on your letterhead stationery.

Tab D. Include a detailed listing of Vendor's equipment and resources.

Annual training meeting opportunities for the County and the Vendor

A mobilization and operations plan.

Construction drawings for Occupations Safety and Health Administration (“OSHA”) compliant temporary inspection towers

- Tab E. Similar Projects Form (copy attached). Reference similar work efforts (at least five (5) verifiable, three (3) of which must be over one (1) million cubic yards performed by your firm within the last three (3) years, to other public sector organizations in the State of Florida; County entities preferred. Examples should best illustrate current qualifications relevant to this project. (Make copies of this form as needed.)
- Tab F. Pricing/Certifications/Signature Forms. Complete Section 4 Forms attached.
- Tab G. Proof of Insurance. Provide either a completed Accord form or a signed letter from your insurance agency on its letterhead stating that you have or can get the required insurance coverage.
- Tab H. Sub-Contractors. Provide a list of any proposed sub-Contractors or joint venture arrangements that may be used on the project.
- Tab I. Financial Stability. Each proposer shall certify and provide a statement that it is financially stable and have the necessary resources, human and financial, to provide the services at the level required by County. Each proposer shall be prepared to supply a financial statement upon request. If a subcontractor or joint venture arrangement is being proposed, provide similar information for those participants in the proposal. Provide clear and succinct information that will provide insight to the County about the financial qualifications, fitness and stability of the proposer.

Include a copy of your official Request for Taxpayer Identification Number and Certification (W9) Form.

Section 1.15: Key Contractor Personnel

In submitting a proposal, the Proposer is representing that each person listed or referenced in the proposal shall be available to perform the services described for the Lake County Board of County Commissioners, barring illness, accident, or other unforeseeable events of a similar nature in which case the Proposer must be able to promptly provide a qualified replacement. In the event the Proposer wishes to substitute personnel, the Proposer shall propose a person with equal or higher qualifications and each replacement person is subject to prior written County approval. In the event the requested substitute person is not satisfactory to the County and the matter cannot be resolved to the satisfaction of the County, the County reserves the right to cancel the contract for cause.

ALL EMPLOYEES OF THE VENDOR AND ITS SUBCONTRACTORS **MUST** SPEAK AND UNDERSTAND ENGLISH.

Upon award of a contract resulting from this solicitation, the vendor shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of:

- 1) All persons employed by the vendor during the term of the contract to perform employment duties within Lake County; and
- 2) All persons, including subcontractors, assigned by the vendor to perform work pursuant to the contract.

Section 1.16 Public Records/ Copyrights

All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the Contractor for or on behalf of the County shall be the property of the County and will be turned over to the County upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the County are public records available for inspection by any person even if the file or paper resides in the Contractor's office or facility. The Vendor shall maintain the files and papers for not less than seven (7) complete calendar years after the project has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the close out of the contract, the Contractor shall appoint a records custodian to handle any records request and provide the custodian's name and telephone number(s) to the Contracting Officer.

Any copyright derived from any agreement derived from this solicitation shall belong to the author. The author and the Contractor shall expressly assign to the County nonexclusive, royalty free rights to use any and all information provided by the Contractor in any deliverable and/or report for the County's use which may include publishing in County documents and distribution as the County deems to be in the County's best interests. If anything included in any deliverable limits the rights of the County to use the information, the deliverable shall be considered defective and not acceptable and the Contractor will not be eligible for any compensation.

Section 1.17: Special Notice to Vendors Regarding Federal Requirements

This purchase action is being supported in whole or in part by Federal funding. Therefore, this solicitation and any resulting contract include provisions related to various specific federal requirements. Detailed review of all terms and conditions included in this solicitation is strongly encouraged to ensure that full compliance with all contractual requirements is considered during the solicitation response process.

Section 1.18: Additional Services

Although this proposal identifies specific services, it is hereby agreed and understood services not specifically identified in any contract derived from this request may be added to the contract upon mutual consent of the contracting parties.

Section 1.19: Certificate of Competency/Licensure, Permits, and Fees

Any person, firm, corporation or joint venture that submits an offer in response to a County solicitation shall, at the time of such offer, hold a valid Certificate of Competency or appropriate current license issued by the State or County Examining Board qualifying said person, firm, corporation or joint venture to perform the work proposed. If work for other trades is required in conjunction with this solicitation and will be performed by a sub-Contractor(s) or Vendor(s) hired by the prime/responding Vendor, an applicable Certificate of Competency/license issued to the sub-Contractor(s)/hired Vendor(s) shall be submitted with the prime/responding Vendor's offer; provided, however, that the County may at its option and in its best interest allow the prime/responding Vendor to supply the subcontractor(s)/hired Vendor(s) certificate/license to the County during the offer evaluation period. The prime/responding Vendor is responsible to ensure that all required licenses, permits, and fees (to include any inspection fees) required for this project are obtained and paid for, and shall comply with all laws, ordinances, regulations, and building or other code requirements applicable to the work contemplated herein. Damages, penalties, and/or fines imposed on the County or the Vendor for failure to obtain required licenses, permits, inspection or other fees, or inspections shall be borne by the Vendor.

Section 1.20: Omission from the Specifications

The apparent silence of this specification and any addendum regarding any details, or the omission from the specification of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of this specification shall be made upon the basis of this agreement.

Section 1.21: Protection of Property

All existing structures, utilities, services, roads, trees, shrubbery, and property in which the County has an interest shall be protected against damage or interrupted services at all times by the Vendor during the term of this contract; and the Vendor shall be held responsible for repairing or replacing property to the satisfaction of the County which is damaged by reason of the Vendor's operation on the property. In the event the Vendor fails to comply with these requirements, the County reserves the right to secure the required services and charge the costs of such services back to the Vendor.

Section 1.22: Presentations/ Discussions After Initial Response

A. The County, at its sole discretion, may ask any proposer to make an oral presentation and/or product / service demonstration without charge to the County. The County reserves the right to require any proposer to demonstrate to the satisfaction of the County that the proposer has the fiscal and technical ability to furnish the service(s) or product(s) as proposed. The demonstration must satisfy the County, and the County shall be the sole judge of compliance.

B. The County may commence contract negotiations in accordance with the Method of Award provision specified elsewhere within this RFP. The County reserves the right to conduct

discussions with any proposer(s) which have a realistic possibility of contract award to include any request for additional information, and any request for "best and final" offers.

C. Proposers are cautioned not to assume that they will be asked to make a presentation or asked for a "best and final" offer and should include all pertinent and required information in their original proposal package.

Section 1.23: Safety

The Vendor shall be solely responsible for maintaining safety at all work sites. The Vendor shall take all reasonable steps to insure safety for both workers and visitors to the site(s) to include traffic control. The Vendor will also be solely responsible to ensure that all OSHA requirements are met and a safety officer is assigned to the project(s) for the duration of this contract.

Section 1.24: Termination for Cause

In addition to any other termination provisions included in this solicitation, the County may terminate the contract if the Contractor:

- a. Persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper equipment as deemed necessary by the County;
- b. Fails to meet any of the mobilization requirements;
- c. Fails to make payment to subcontractors;
- d. Disregards laws, ordinances, rules, regulations or orders of a public authority having jurisdiction; or
- e. Otherwise is guilty of breach of a provision of the contract documents.

Section 1.25: Records Retention and Review

The awarded Vendor(s) shall retain all records pertaining to the services and the contract for these services and make them available to the County for a period of seven (7) years following receipt of final payment for the services referenced herein. Final payment may be payment of any retention for the services.

Section 1.26: Pre-audit

Any contract resulting from this RFP process may be pre-audited in the manner that may be required by the County's Budget Division.

Section 1.27: Written Notice to Proceed

The County will issue an official Notice to Proceed for the services referenced in this RFP and resulting contract. The notice shall be sent via facsimile or email and followed by regular mail. Under no circumstances shall the County be liable for any services rendered unless the written Notice to Proceed has been sent and received by the Vendors(s). The Vendor(s) must acknowledge receipt of the written Notice to Proceed.

In accordance with FHWA 1273, 30% of the work performed must be billable to the prime Contractor.**Section 1.28: Contractor Mobilization**

It is the County's expectation that upon the imminent threat or impact of a disaster. Should the Vendor fail to meet any of the required mobilization requirements, the County reserves the right to activate a secondary or tertiary prepositioned Vendor. See Statement of Work for further detail.

At the County's option, the vendor shall provide a representative to serve in the County Emergency Operations Center.

Section 1.29: Contract Amendments

The County will issue any and all contract amendments and modifications in writing. The amendments and modifications shall be sent via facsimile or email and followed by regular mail (if operating). Under no circumstances shall the County be liable for any services rendered unless a written amendment or modification has been prepared and delivered.

Section 1.30: Payment Provisions

All payment provisions shall be based on unit prices. Payments based on time and material costs are limited to work performed during the first seventy (70) hours of actual work following a disaster event.

Payment shall be made only for debris that FEMA determines eligible.

All costs must be reasonable and necessary as defined in OMB Circular A-87 and 44 CFR Part 13.

See Statement of Work for more detail on payments.

Section 1.31: Debris Removal Contractor

The debris removal Vendor shall not be employed or affiliated with the debris Monitoring Contractor that the County has under contract.

Section 1.32: FEMA Criteria

The Vendor shall demonstrate that its staff is familiar with FEMA debris removal eligibility criteria.

Section 1.33: Debris Removal Skills

The Vendor employees shall be trained and possess skills adequate to fulfill the duties of the job. Labor rates shall be commensurate with the skill level required by the job function. Professional engineers shall not perform debris hauling duties.

Section 1.34: Errors in Volume Calculations

The Vendor shall not include markups due to errors in volume calculations, contract contingencies, miscellaneous items, or any unknowns.

SCOPE OF SERVICES**GENERAL:**

The Lake County Board of County Commissioners is soliciting competitive sealed proposals (offers) to furnish potential solutions to provide professional services from experienced firms to remove and lawfully dispose of disaster-generated debris (other than hazardous materials and household putrescible garbage) from public property and right of ways in Lake County, Florida, immediately after a hurricane or other natural or man-made disaster. The purpose of the RFP is to secure the services of a Contractor(s) who is capable of removing large volumes of disaster-generated debris and removing it in a timely and cost effective manner. The Contractor(s) shall be capable of assembling, directing, and managing a workforce that can be fully operational in debris management operations in a maximum of seventy two (72) hours, or sooner dependent upon the extent of the disaster. Operations must begin within twenty four (24) hours of notification by the County. Depending upon the category of the event, the County may request immediate mobilization.

Lake County covers more than 1,163 square miles of urban, suburban and rural land. Approximately 250,000 people reside in Lake County.

The awarded contract shall have the capacity to manage a major workforce with multiple subcontractors and to cover the expenses of a major recovery prior to being paid by the County. Established management teams must be in place. The Contractor(s) shall have the resources to provide the equipment and personnel necessary to cover a major disaster. The Contractor(s) shall have at least five (5) years of experience in major disaster recovery projects.

Debris Management

Planning for debris management operations is a function of the Department of Public Works. In addition to using County forces and equipment, Lake County shall employ a Contractor(s) to remove and dispose of disaster-generated debris. The County shall execute a debris removal and disposal contract on a contingency basis for the purpose of having a Contractor(s) available and committed to assisting the County in the aftermath of a major disaster. The Contractor(s) who is awarded the contract will serve as a general Contractor(s) for the purpose of debris removal and disposal operations, and will be able to use their employees as well as sub-Contractor(s) resources to meet the obligations of the contract. All Contractor's project management personnel, crew leaders and any other employee taking and/or receiving instruction from the County (or the County's Disaster Debris Monitoring Contractor) must speak and understand English. It is anticipated that the Contractor(s) will use both local and non-local subcontractors. The Contractor(s) shall be in compliance with all applicable laws, ordinances, rules, regulations, permits, including but not limited to Federal Emergency Management Agency (FEMA) rules and procedures, Federal Highway Administration (FHWA) rules and procedures, Florida Department of Environmental Protection (FDEP) guidelines and Florida Department of Transportation specifications.

The Contractor(s) shall contact Lake County's Project Manager at a minimum of twenty-four (24) hours prior to a hurricane event or immediately upon the occurrence of a major disaster event within Lake County in which there is no advance warning. After a disaster occurs, a

designated Lake County employee will contact the Contractor(s) holding the Disaster Debris Removal and Disposal contract to advise them of the County's intent to activate the contract for removal and disposal of disaster debris. Before work begins, the Chairman of the Board of County Commissioners must issue a written Notice to Proceed. The notice shall be sent via facsimile or email, whichever is available, followed by regular mail. Under no circumstances shall the COUNTY be liable for any services rendered unless the written Notice to Proceed has been sent and received by the CONTRACTOR.

Within eight (8) hours of receiving the Notice to Proceed, the Contractor(s) will send a management team to report to the County's Project Manager to begin planning for the operations and mobilizing the personnel and equipment as necessary to perform the work. The Contractor(s) shall assign work forces such that debris removal shall begin within twenty-four (24) hours of receipt of the Notice to Proceed and be in full operation within seventy-two (72) hours of receipt of the Notice to Proceed. The removal and disposal work must be conducted in a systematic and predictable manner.

The general concept of debris removal operations includes multiple, scheduled passes of each site, location, or right-of-way directed. This will allow citizens to return to their properties and bring debris to the right-of-way as recovery progresses. The County will prescribe the specific procedures in accordance with applicable state and federal reimbursement agencies' guidelines to be used after ascertaining the scope and nature of the disaster's impacts. The County reserves the right to expand or reduce the area assigned to the Contractor(s) for debris removal. Additionally, the County reserves the right to add additional Contractors for debris removal to the area assigned to the Contractor(s) as the County sees appropriate.

Debris removal will be limited to debris on County streets and roads, rights-of-way, County properties and facilities, and other public sites unless otherwise directed by the County as a *Special Project*. The Contractor(s) shall be responsible for determining the method and manner of all debris removal and lawful disposal operations, subject to County approval. The Contractor(s) shall be responsible for assisting in damage assessment and the lawful disposal of all debris and debris-reduction by-products.

Only grinding will be considered as an acceptable method of reduction of vegetative debris by the County. The Contractor(s) will operate Temporary Debris Staging and Reduction (TDSR) sites and only Contractor(s) vehicles and others specifically authorized by the County will be allowed to use the sites. The Contractor(s) shall return all TDSR, staging and processing sites to the pre-event conditions or better.

The County may also establish homeowner drop-off sites for debris. The Contractor(s) shall assist in managing sites and be responsible for removing all debris from those sites in accordance to a reasonable schedule in order to facilitate access by homeowners.

Curbside segregation of debris and disaster-generated or disaster-related wastes shall be an element of the County's disaster recovery program. The debris management Contractor(s) may be required to segregate the debris. Any hazardous waste materials encountered by the debris removal Contractor(s) are to be set aside for collection and disposal by a Hazardous Materials Removal and Disposal Contractor(s), who will be selected by the County. The Hazardous Materials Contractor(s) shall also collect hazardous waste materials inadvertently delivered to

the TDSR sites. The debris removal Contractor(s) shall have the ability and be licensed to collect and transport Hazardous Waste. The Contractor(s) shall be responsible to coordinate storm generated hazardous waste materials clean-up and/or removal with the Hazardous Materials Contractor(s). The County will specify how coordination will occur.

1. The Contractor(s) shall provide a detailed description outlining the services that will be performed upon issuance of a Notice to Proceed. The description shall include the following:

A. A General Operations Plan, consistent with this scope of work, describing the method and manner of debris removal and lawful disposal that shall be employed for disaster-generated debris, with:

- 1) A detailed description of the general sequence of debris removal operations to be performed.
- 2) A detailed description of the resources (workforce and equipment) to be employed along with the sources of those resources; i.e., a list of subcontractor(s) with whom the Contractor(s) has agreements for post-disaster support.
 - a) A list of the Contractor(s)'s personnel, addresses, phone numbers, cell phones, e-mail numbers who will be dedicated to the contract.
 - b) The summary must include: the names of all members of the project management team; the name of the Contractor(s)'s claims representative; the number of management employees that will be assigned to the contract, their job titles and responsibilities.
- 3) A description of how the Contractor(s) will ensure that all debris management operations are performed in compliance with all applicable Federal, State and local laws, regulations and permits;

B. Action Plans for:

- 1) Anticipated Events: An Action Plan for dealing with time predictable weather events (e.g.: hurricane)
- 2) Sudden Events: An Action Plan for dealing with sudden onset events (e.g.: tornadoes, wildfires, etc.)

C. A list of all agencies within 500 miles of Lake County with whom the Contractor(s) has binding Debris Removal contracts.

EMERGENCY WORK

Emergency Road/Facility Clearing “Emergency Push”

The Contractor(s) shall assist the County with emergency road and public facility clearing. Such clearing is intended to provide basic opening of roads and facilities. The Contractor(s) shall “push” debris from out of the roadway or facility parking lots/entrances to provide basic allowance of ingress and egress. All debris shall be “pushed” into the right-of-way or public open space to be later collected under vegetative waste collection operations. The Contractor(s) shall only perform these emergency clearance services in areas specifically designated by the

County. Areas cleared by the Contractor(s) without authorization of the County will be at the Contractor(s)'s sole expense. Payment for these emergency services shall be on hourly basis in accordance with the attached rate schedule. These services shall not continue after the initial seventy-two (72) hours following a disaster unless otherwise directed by the County.

DEBRIS COLLECTION, PROCESSING, & DISPOSAL

Ownership of Debris

The Contractor(s) shall be responsible for removal of debris up to the point where debris can only be described as light litter and additional collection can be facilitated only by sweeping and raking. In addition to debris stored on the right-of way as the result of road clearing, the County will direct residents to place debris in segregated piles along the right-of-way, separated as to the waste category. There may be the need to perform some curbside separation of the different materials. Different waste materials will be collected in separate vehicles and may require disposal at different locations, which will be approved by the County. Any items requiring disposal at special facilities shall be required to be monitored for the collection, complete haul, and delivery at the approved special location with monitor obtaining an original copy of the disposal ticket showing inbound and outbound collection vehicle weights.

All bagged and bundled waste and debris smaller than 2 inches in diameter and shorter than 2 feet in length are outside the scope of this contract unless specifically directed by the County. Collection of Municipal Solid Waste (MSW) is outside the scope of this contract. All debris handled by the Contractor(s) shall become the property of the Contractor(s) upon collection.

It is recognized that construction and demolition debris might contain small amounts of asbestos, lead-based paints, treated wood or similar materials. The Florida Department of Environmental Protection (FDEP) will issue an Emergency Final Order for the classification and disposition of all disaster related wastes. Based on the mandates of this State agency and other applicable state and federal reimbursement agencies, the determination of the character and disposal of waste streams will be decided. The Contractor(s) shall receive a copy of this letter and together with the Monitoring Contractor and County; a final disposal plan will be established.

Vegetative Waste

The Contractor(s) shall be responsible for the collection, processing and disposal of all disaster related vegetative waste as directed by the County, in accordance with all Federal, State and local rules and regulations. All items smaller than two (2) inches in diameter and two (2) feet in length are exempt from the scope of this contract. Units for measure and payment are requested in terms of volume (CY) or weight (tons). Lake County reserves the right to determine the method of measure and payment for the collection, haul, and disposal of this material.

Stumps

Stumps are defined as: when a tree on a public right-of-way or improved public property has been uprooted as a result of the disaster event and the exposed root ball poses an immediate threat to life, public health, and safety. To be paid as a stump the following must apply: 1) be greater than 24" in diameter (measured two (2) feet above original

grade); 2) have an exposed root ball originating from a public right of way; 3) still be located partially buried within the public right of way. Stumps meeting all of the following conditions above with the exception of the being 24 inches or greater in size will not be considered as stumps and will be paid as in accordance with the subsequent conversion table.

Storm related stumps that were placed on public rights-of-way by adjacent property owners that consist of an uprooted root ball shall be collected by the Contractor(s) from the public rights-of-way and transported to the temporary disposal, recycling or landfill facility will not be considered stumps and will be paid for at a unit cost per volume at rates consistent with the debris removal contract. Refer to the table below for guidelines on converting from diameter to volume.

Stump Diameter (inches)	Cubic Yards
6	0.3
7	0.4
8	0.5
9	0.6
10	0.7
11	0.9
12	1
13	1.2
14	1.4
15	1.6
16	1.8
17	2.1
18	2.3
19	2.6
20	2.9
21	3.2
22	3.5
23	3.8
24	4.1
25	4.5
26	4.8
27	5.2
28	5.6
29	6
30	6.5
31	6.9
32	7.3
33	7.8
34	8.3
35	8.8
36	9.3
37	9.8
38	10.3
39	10.9
40	11.5
41	12
42	12.6
43	13.3
44	13.9
45	14.5
46	15.2
47	15.8

48	16.5
49	17.2
50	17.9
51	18.6
52	19.4
53	20.1
54	20.9
55	21.7
56	22.5
57	23.3
58	24.1
59	24.9
60	25.8
61	26.7
62	27.6
63	28.4
64	29.4
65	30.3
66	31.2
67	32.2
68	33.1
69	34.1
70	35.1
71	36.1
72	37.2
73	38.2
74	39.2
75	40.3
76	41.4
77	42.5
78	43.6
79	44.7
80	45.9
81	47
82	48.2
83	49.4
84	50.6

Construction & Demolition Debris (C&D)

In accordance with Chapter 62-701.200(11) F. A. C., “CCA treated wood” means lumber, timber, or plywood treated with chromated copper arsenate. This term does not include utility poles unless they have been ground, chipped, or shredded. This material shall be classified as Class III waste.

In Chapter 62-701(24) F. A. C., “Construction and demolition debris” means discarded materials generally considered to be not water soluble and non-hazardous in nature, including but not limited to steel, glass, brick, concrete, asphalt material, pipe, gypsum wallboard, and lumber, from the construction or destruction of a structure as part of a construction or demolition project or from the renovation of a structure, including such debris from construction of structures at a site remote from the construction or demolition project site. The term includes rocks, soils, tree remains, trees, and other vegetative matter that normally results from land clearing or land development operations for a construction project; clean cardboard, paper, plastic, wood, and metal scraps from a construction project; except as provided in Section 403.707(9)(j), F.S., yard

trash and unpainted, non-treated wood scraps from sources other than construction or demolition projects; scrap from manufacturing facilities that is the type of material generally used in construction projects and that would meet the definition of construction and demolition debris if it were generated as part of a construction or demolition project, including debris from the construction of manufactured homes and scrap shingles, wallboard, siding concrete, and similar materials from industrial or commercial facilities and de minimis amounts of other non-hazardous wastes that are generated at construction or demolition projects, provided such amounts are consistent with best management practices of the construction and demolition industries. Mixing of construction and demolition debris with other types of solid waste will cause it to be classified as other than construction and demolition debris.

The Contractor(s) shall be responsible for the collection and disposal of all construction related debris as directed by the County, in accordance with all Federal, State and local rules and regulations. Some processing may be required. The Contractor(s) shall separate treated wood from the C & D waste stream and dispose of it in a State approved facility. No grinding or burning of treated wood will be permitted without specific, written approval by the County.

C & D requires disposal at special facilities. This material shall be required to be monitored for the collection, complete haul, and delivery at the approved special location with the monitor obtaining an original copy of the disposal ticket showing inbound and outbound collection vehicle weights. Any stops or non-monitored travel will cause the Contractor(s) to receive non-payment for collection, hauling, and disposal of such materials. All disposal fees shall be billed separately to the County outside of the basic unit price for collection, haul, and disposal. Disposal fees will only be paid at actual cost. Units for measure and payment are requested in terms of volume (CY) or weight (tons). Lake County reserves the right to determine the method of measure and payment for the collection, haul, and disposal of this material.

Class III Waste (other than C&D waste)

This waste stream will consist of materials defined in F.A.C. Chapter 62-701.200(14); “Class III waste” means yard trash, construction and demolition debris, processed tires, asbestos, carpet, cardboard, paper, glass, plastic, furniture other than appliances, or other materials approved by the Department, that are not expected to produce leachate that poses a threat to public health or the environment. Class III waste are not allowed to be disposed in a permitted C&D Landfill and will be required to be disposed in a State permitted Class III Landfill.

Class III requires disposal at special facilities. This material shall be required to be monitored for the collection, complete haul, and delivery at the approved special location with the monitor obtaining an original copy of the disposal ticket showing inbound and outbound collection vehicle weights. Any stops or non-monitored travel will cause the Contractor(s) to receive non-payment for collection, hauling, and disposal of such materials. All disposal fees shall be billed separately to the County outside of the basic unit price for collection, haul, and disposal. Disposal fees will only be paid at actual cost. Units for measure and payment are requested in terms of volume (CY) or weight (tons). Lake County reserves the right to determine the method of measure and payment for the collection, haul, and disposal of this material.

Special Wastes

White Goods – As defined in F.A.C. Chapter 62-701.200(133) “White goods” means inoperative and discarded refrigerators, ranges, washers, water heaters, freezers, and other similar domestic and commercial large appliances. The Contractor(s) may be required to collect and dispose of White Goods (refrigerator, stoves, freezers, etc.). White Goods that can contain Freon or other refrigerant gases shall be required to be delivered to the Lake County Central Solid Waste Management Facility, located at 13130 County Landfill Road, Tavares, Florida 32778, and turned over to the County to ensure that these gases are properly removed and stored. No white goods will be accepted that contain food or other waste. When given Notice to Proceed, the Contractor(s) shall dispose of all white goods encountered in accordance with applicable Federal, State and local laws. White Goods shall be required to be monitored for the collection, complete haul, and delivery with monitor obtaining an original copy of the disposal ticket showing inbound and outbound collection vehicle weights. Any stops or non-monitored travel will cause the Contractor(s) to receive non-payment for collection, hauling, and disposal of such materials. There are **NO** disposal fees for residential White Goods.

Electronic Wastes (E-waste or Brown Goods) – This waste consists of televisions, computers, computer monitors, videocassette recorders and other electronic waste that are not allowed in landfills. The Contractor(s) may be required to collect this material and deliver the items to the Lake County Central Solid Waste Management Facility, located at 13130 County Landfill Road, Tavares, Florida 32778. Electronic wastes shall be required to be monitored for the collection, complete haul, and delivery with the monitor obtaining an original copy of the disposal ticket showing inbound and outbound collection vehicle weights. Any stops or non-monitored travel will cause the Contractor(s) to receive non-payment for collection, hauling, and disposal of such materials. There are **NO** disposal fees for residential Electronic Wastes.

Used Oil – As defined in F.A.C. Chapter 62-710.201(5) “Used oil” means any oil which has been refined from crude oil or synthetic oil and, as a result of use, storage, or handling, has become contaminated and unsuitable for its original purpose due to the presence of physical or chemical impurities or loss of original properties. Used Oil collection and disposal is excluded from the scope of this contract, with the exception of used oil and fuel that is generated by the Contractor(s) in the course of his operations. Used oil and fuel generated by the Contractor(s) shall be delivered to the County for proper disposal at no cost to the Contractor(s).

Waste Tires – As defined in F.A.C. Chapter 62-701.200(126) “Waste tire” means a tire that has been removed from a motor vehicle and has not been retreaded or regrooved. The term includes used tires and processed tires, but does not include solid rubber tires and tires that are inseparable from the rim. “Waste Tires are excluded from the scope of this contract, however, it is requested that the Contractor(s) assist the County by reporting large deposits of waste tires to the County.

Hazardous Materials and Household Hazardous Waste

The Contractor(s) shall set aside and reasonably protect any hazardous materials encountered during debris removal operations for collection and disposal by the County’s Hazardous Materials Removal and Disposal Contract. The Contractor(s) shall notify the County’s monitoring Contractor(s) of the nature and location of any such debris encountered.

The Contractor(s) and personnel must make every reasonable effort to avoid transporting hazardous materials to the TDSR Sites or landfills that are not specifically authorized to accept such materials. Should these materials be inadvertently transported to the aforementioned locations, the Contractor(s) shall be responsible for proper handling and storage of any hazardous materials brought by his/her workforce. The Contractor(s) shall provide a suitable area at each TDSR Site to accommodate all hazardous materials inadvertently brought to the site.

The Hazardous Materials Removal and Disposal contract will provide for routine service to collect and dispose of any materials inadvertently delivered to the TDSR site during removal operations. Contractor(s)

Vehicles & Vessels

Vehicles – this item includes load & haul of a particular vehicle under direction of the County. Item requires specialized removal equipment such as cranes & “low-boy” trailers.

Vessels (on land) – this item includes load & haul of a particular vessel under the specific direction of the County. Item requires specialized removal equipment such as cranes and “low-boy” trailers.

Animal Carcasses – this item includes load, haul & proper disposal of dead animal carcasses as directed by the County. Removal shall be in accordance with all local, State & Federal guidelines.

SPECIAL PROJECTS**County Authorized Special Projects**

The County may authorize the Contractor(s) to perform work that knowingly may or may not be deemed eligible for reimbursement by applicable state and federal agencies; however, it may be deemed in the best interest of the Citizens of Lake County. Such requests to the Contractor(s) shall only be made in writing. These special projects will be conducted with the same criteria as described in the section Debris Collection, Processing and Disposal, with the exception of eligible location requirements. The specific locations and requirements will be outlined in the County’s written directive. Cost for work under Special Projects will be covered at the same unit costs related to the Debris Collection, Processing and Disposal section. Work performed as Special Projects not authorized in writing at the time work is performed will not be paid by the County.

OPERATIONS**General Management and Operating Requirements**

It is the intent of this contract to remove, as quickly as possible, all hazards to the general safety of the community caused by debris left on County property in the wake of a natural or man-made disaster.

It is the intent of this contract that the Contractor(s) shall begin operations in areas most heavily impacted with debris or on roads/streets that are most vital to the restoration of community health and welfare, as directed by the County. The Contractor(s) shall then proceed with the removal in areas less impacted by debris. The Contractor(s) shall assign his/her work forces so that debris removal will progress in a systematic and predictable manner to facilitate overall management of the removal operations as well as monitoring and oversight.

The Contractor(s) shall be required to segregate all debris to the extent practical. Clean, woody debris and other natural materials that can be chipped, mulched, or disposed of in some other similar manner shall be handled separately from other debris. Recyclable and non-burnable materials, such as non-burnable construction and demolition debris, plastic, glass, rubber, clothing, carpet, metal furniture, white goods, roofing shingles, siding, garbage, and similar materials shall be disposed of by the Contractor(s) at a lawfully permitted facility. Petroleum products, chemicals, asbestos and other hazardous materials shall be separated from other debris but not removed from the site. The Contractor(s) shall notify the County of the location and type of this material and the County will arrange for separate removal and disposal. Putrescible garbage shall not be removed by Contractor(s) forces.

The Contractor(s) shall remove all like debris from a location prior to moving to another location. Partial pile collection must be completed before additional load tickets for alternate locations will be issued.

The Contractor(s) shall coordinate his/her operations so as to minimize potential interference with utility company activities.

An independent temporary field office for the sole use of the debris removal Contractor(s) shall be provided by the Contractor(s) at no additional cost to the County. The office shall include telephone, computer, copier and fax. Designated parking spaces at the office location for the debris removal Contractor(s)'s staff shall be required. All County parking spaces are reserved for County personnel only.

Work Hours

The Contractor(s) shall conduct those debris removal operations generating noise levels above that normally associated with routine traffic flow, during daylight hours only. Work may be performed seven days per week. Adjustments to work hours, as local conditions may dictate, shall be coordinated between the County and the Contractor(s). Unless directed otherwise, volumetric reduction operations at temporary debris storage and reduction sites shall be conducted on a 24-hour, 7-day basis. No work will be performed on the following holidays without prior approval of the Solid Waste Division Manager:

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

TEMPORARY DEBRIS STORAGE AND REDUCTION (TDSR)

The County shall have a minimum of three (3) Temporary Debris Storage and Reduction (TDSR) sites for the sole purpose of the temporary storage and reduction of clean woody debris and construction and demolition materials. Sites are as follows: 1) the Lake County Central Solid Waste Management Facility, 13130 County Landfill Road, Tavares, Florida; 2) Paisley Convenience Center, 25014 Rancho Lane, Paisley, Florida; 3) Rock Spring Run Preserve, located near Mt. Plymouth, Florida; 4) Log House Convenience Center, 10435 Log House Transfer Station Rd., Clermont, Florida; and 5) Lady Lake Convenience Center, 1200 Jackson Street, Lady Lake, Florida. All TDSR sites shall be managed in accordance with FDEP Guidance for Establishment, Operation and Closure of Staging Areas for Storm-generated Debris with or without Deepwater Horizon Oil Spill Debris, dated June 25, 2010, and all other applicable Federal, State and Local requirements.

The County will assign specific TDSR(s) to specific contractors for their sole use. Designated TDSR(s) may be a portion of the overall TDSR but shall remain the sole responsibility of assigned contractor. Should the Contractor(s) desire more than the provided TDSR's, it will be the Contractor's sole responsibility to obtain any additional sites. No additional sites will be authorized without written approval of the County and authorized County access will provide at all times. If the Contractor(s) establishes any additional TDSR sites, a copy of the agreement showing indemnification of Lake County for the use and proposed restoration plan of the additional sites, shall be provided to Lake County.

Prior to the use of any TDSR(s) (either County provided TDSRs or Contractor(s) established TDSRs), background and post-site remediation sampling/analysis for both groundwater and soil will be required to be performed by an independent professional Geotechnical Engineer or Geologist on behalf and at the expense of the Contractor(s) to ensure no site contamination. The results of such testing shall be sent directly from the professional to the County.

The Contractor(s) shall have sole responsibility of their assigned TDSR sites. All equipment and materials must be in a neat and orderly condition. The Contractor(s) shall be responsible for dust control and noise abatement and any materials necessary to establish site, perform the work, and keep their assigned TDSR in good operating condition acceptable to the County. All items necessary for the operation of these sites (both County provided TDSRs or Contractor(s) established TDSRs), including but not limited to environmental testing, fees, fencing, preparation and materials, shall be at the Contractor(s)'s sole expense. The Debris Removal Contractor(s) shall provide, at a minimum, a six (6) foot high chain link fencing with gates and signage as well as any other necessary items to insure a safe, secure, and efficient TDSR.

The acceptance of the restoration of TDSR sites must be completely acceptable to the County. There will be no burying of waste or debris allowed. The Contractor(s) may be required to dig test holes to certify no waste is buried at their assigned TDSR(s). All debris must be removed from the site to the sole satisfactions of the Manager of Solid Waste Division.

Any cost including but not limited to labor, equipment, and materials associated with the establishment, operation, maintenance, security, testing, and restoration of TDSR sites is inclusive in this contract and additional unit prices for this work will not be allowed.

The Contractor(s)'s General Operation Plan shall describe the operations that will be carried out at each site – materials handling, reduction, storage, recycling operations, equipment maintenance, etc. The plan shall also include the provisions to be used for rodent control and insect, animal control in general, noise abatement, and other site management and maintenance activities.

Inspection Stations

The Contractor(s) shall construct and maintain Inspection Stations at the entry-exit point of their assigned TDSR site(s) and disposal area(s) at no additional cost to the County. Additionally, the Contractor(s) shall provide and use at no additional cost to the County scissor lifts as inspection stations on a temporary basis until required inspection stations are constructed. These inspection stations will be the responsibility of the Debris Monitoring Contractor(s) to construct and maintain. These stations will be the points of load volume verification by the County. The trip tickets for debris hauling will be completed upon arrival of debris trucks at the Inspection Station.

The Contractor(s) shall make all necessary arrangements with private disposal site operators to facilitate the posting of a County inspector/monitor onsite for the duration of debris disposal operations.

Each Inspection Station shall include an inspection tower with desks and chairs for at least three (3) persons, two (2) of which will be representatives of the County. The Contractor(s) shall construct the inspection towers. The towers shall be of sturdy construction using pressure treated wood. The floor elevation of each tower shall be such that it affords a complete view of the load bed of each piece of equipment being used to haul debris while it is entering and exiting the TDSR, and allows for easy transfer of the debris removal load ticket between the County inspector/monitor and the vehicle driver. None of the Contractor(s)'s debris hauling staff will be permitted to enter the inspection tower. Staff not complying with this prohibition will be removed from continuation of work under this contract.

The Contractor(s) shall make provisions for portable sanitary facilities to be provided and maintained at each Inspection Station at no additional cost to the County.

Contractor's Equipment for Debris Removal

The Contractor(s) shall furnish equipment of a type and quantity to perform the work satisfactorily within the time specified by the County. If, in the opinion of the County, the Contractor has insufficient equipment on the job to satisfactorily complete the work within the required time desired by the County, the Contractor shall provide additional equipment as directed by the County.

The Contractor(s) shall operate all trucks, trailers, and other equipment in compliance with all applicable Federal, State, and local rules and regulations. Equipment shall be in good working order and safe condition. County reserves the right to inspect and approve all equipment before it is placed in service. If at any time, the County determines that any equipment is deficient in any way, the Contractor shall remove the equipment from service immediately, and the equipment shall remain out of service until the deficiency is corrected to the satisfaction of the County.

Inspection and approval of the Contractors equipment by the County shall not relieve the Contractor of responsibility or liability for injury to persons or damage to property caused by the operation of the Contractors equipment, nor shall it relieve the Contractor of the responsibility to meet the established time for the completion.

All loading equipment shall be operated from the road, street, or right-of-way using buckets and/or boom and grapple devices to collect and load debris. Debris collected shall be mechanical loaded and compacted. Should the Contractor(s) desire to utilize any hand loaded equipment for debris collection, a request needs to be submitted in writing to the County for review. No hand loaded equipment shall be utilized without written consent of the County. If hand loading equipment is approved by the County, those approved pieces of equipment shall receive a 50% reduction in the certified load capacity.

Prior to commencing operations, the Contractor(s) shall assist the County and Debris Monitoring Contractor(s) to affix to each piece of equipment, signs or markings indicating the Owner/Operator's name and a unique equipment identification number. One sign shall be placed on each side of the equipment. For those trucks, trailers, and other equipment intended to haul debris, the maximum volume, in cubic yards, of the load bed shall also be shown. Signs shall be maintained in an easily readable fashion for the duration of the work. Minimum letter size shall be 4 inches in height. The labeling of all vehicles and trailers shall be performed by the County and Debris Monitoring Contractor(s) and comply with any subsequent requirements. This method of labeling will continue throughout the debris cleanup process and will be subject to random monitoring. Any change to the labeling method will require re-certification of each vehicle. Replacement signs, if necessary, shall be coordinated with the Debris Monitoring Contractor(s). Certification of any vehicle or trailer will need to be in the possession of the County and Debris Monitoring Contractor(s) prior to operation. The County will be provided with the original copy of the certification. Every vehicle and trailer is subject to recertification at the sole discretion of the County.

All trucks and trailers utilized in hauling debris shall be provided with a tailgate that will permit the vehicle to be loaded to capacity and effectively contain the debris on the vehicle while hauling. Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and/or sides, and are constructed in a manner to withstand severe operating conditions. The sideboards must be constructed of 2" x 6" boards or greater and may not extend more than two feet above the metal bed sides. Sideboards and equipment shall be adequately maintained. Once installed, all sideboards and extensions must remain in place throughout the operation. All extensions to the bed are subject to acceptance or rejection by the County Inspector. Any damaged extensions will result in automatic rejection by the County.

The Contractor(s) shall be responsible for properly and adequately securing debris on / in each piece of equipment utilized to haul debris. Prior to leaving the loading site, the Contractor(s) shall ensure that each load is secure and trimmed so that no debris extends horizontally beyond the bed of the equipment in any direction. All loose debris shall be compacted during loading and secured during transport. Tarps or other coverings shall be provided and used by the Contractor(s) to prevent materials from falling out of the truck.

No equipment shall be allowed behind the curb or outside of the defined roadway/shoulder section unless directed by the County. Should operation of equipment be required outside of the right-of-way, the County will provide a Right-of-Entry agreement executed with the property owner prior to Contractor(s) work being authorized. No tracked equipment shall be operated on any paved or improved roadway surface. A list of equipment shall be attached to this proposal.

Traffic Control

The Contractor(s) shall mitigate the impact of his/her operations on local traffic to the fullest extent practicable. The Contractor(s) is responsible for establishing and maintaining appropriate traffic controls in all work areas, including TDSR sites. Traffic control shall be part of the bid price, and shall conform to F.D.O.T.'s most current editions of "Roadway and Traffic Design Standards" for Design, Construction, and Maintained Systems and the Federal Highway Administration (F.H.W.A.) "Manual on Uniform Traffic Control Devices (M.U.T.C.D.) for Streets and Highways." These documents can be ordered from F.D.O.T, Maps and Publications Department, 605 Suwannee Street, Tallahassee, Florida, 32399-0450, Phone (904) 488-9220.

All lane closures shall have the prior approval of the Project Manager.

The foregoing requirements are to be considered as minimum and the Contractor's compliance shall in no way relieve the Contractor of final responsibility for providing adequate traffic control devices for the protection of the public and Contractor's employees throughout the work area.

Any notification of a deficiency in traffic control or other safety items shall be IMMEDIATELY corrected by the Contractor(s). No further work shall take place until the deficiency is corrected. The County's monitoring Contractor(s) will not sign any additional load tickets until the safety item is corrected.

Underground Utilities

Any required ground digging or subsurface work shall be done in accordance with Chapter 556, Florida Statutes. It shall be the responsibility of the Contractor to have all underground utilities located before any work shall begin. This can be done by contacting Sunshine State One Call. They may be reached by calling 1-800-432-4770. The repairs of any damaged underground utilities as a result of the work being performed by the Contractor shall be the responsibility of the Contractor. The proper utility company shall be contacted immediately if damage has occurred to expedite the repairs. Lake County shall also be notified

Multiple Scheduled Passes

The Contractor(s) shall make multiple, scheduled passes of each site, location, or area impacted by the disaster. This manner of debris removal is required to allow citizens, the County, and municipal agencies to return to their properties and bring debris to the right-of-way as recovery progresses. The number and schedule of passes shall be determined through County-Contractor(s) consultation. It is the County's intent that the Contractor(s) shall make as many passes as the County may direct to complete the removal and lawful disposal of all natural disaster generated debris.

Damage

All items damaged as a result of Contractor or sub-contractor operations, such as but not limited to, sidewalks, seating, curbs, pipes, drains, water mains, pavement, mail boxes, turf, etc., shall be either repaired or replaced by the Contractor, at their expense, in a manner prescribed by and at the sole satisfaction of the Project Manager. Any invoices submitted to the County such as but not limited to, from utility companies, landowners, which are determined to be the result of damage done by the Contractor, shall be the responsibility of the Contractor. County reserves the right to pay any such invoices and deduct for the Contractors invoice. Repairs, or receipt of repairs, shall be completed and submitted to the County prior to submission of the Contractor's invoice for work accomplished. If the Contractor(s) fails to repair any damaged property, the County may have the work performed and charge the Contractor(s).

The Contractor(s) shall be responsible for filling to grade with like material all surface damage, such as rutting and cracks, caused by the Contractor(s)'s equipment during debris removal. The Contractor(s) shall repair all damage to existing grade, road shoulders, trees, shrubs, and grassed areas caused by the Contractor(s)'s equipment or personnel at no additional cost to the County. If the Contractor does damage to a County sign or other property owned by the County, it shall be the responsibility of the Contractor to repair the item back to the original condition. If the repair is not in accordance with County standards, the County shall repair the items and deduct the associated cost from the amount due the Contractor. The Contractor(s) shall preserve and protect all existing vegetation such as trees, shrubs, and grass on or adjacent to the area of work.

Complaints will be addressed within 48 hours and a written report submitted to the Project Manager outlining actions taken to correct the complaint. The Contractor shall notify the County immediately of any complaints given directly to the Contractor.

Upon written notice from the Contractor that the damage correction work is complete, the County will make a final inspection with the Contractor and will notify the Contractor in writing of any deficiencies in the project. The Contractor will correct all deficiencies before final acceptance and payment is made. If a second re-inspection is required, the County will assess an eighty (\$80.00) dollar fee to the Contractor. The eighty (80.00) dollar fee will be assessed for every re-inspection after the first re-inspection. The fee is assessed to offset the additional County labor costs and vehicle usage required for unnecessary inspections and the fee will be deducted from the final invoice for that release order.

No retention will be released to the Contractor(s) prior to a satisfactory damage resolution log being completed addressing all complaints and issues. Should the value of retention exceed the amount of possible outstanding damage claims, the Contractor(s) may petition the County in writing for a partial retainage release.

Clean up/Surplus Material Removal

The Contractor shall be responsible for the removal of all surplus material and debris within their work zone. All costs associated with clean-up and debris removal must be included with the Unit Price. Any deficiencies of this nature will be addressed as part of the *Final Inspection*

process. If such deficiencies are not corrected as part of this process, the County shall remove the remaining debris and surplus materials and deduct the associated costs from the amount due the Contractor.

Other Debris Removal Work

The Contractor(s) shall not solicit work from private citizens or others to be performed in the designated work areas during the period of this contract.

ADMINISTRATIVE**Measurement of Quantities**

The County Monitor according to U.S. Standard Measure and information provided by the Contractor(s) will measure work specified in the contract. The method of measurement and computation to be used to determine quantities of debris managed will be those generally recognized as conforming to good engineering practice. Any measurement of work determined by the County monitor shall be considered final and not subject to negotiation or appeal by the Contractor(s).

The principal method of measurement will be debris volume **per FEMA/FHWA restrictions**. Material measured in vehicles will be allowed at the full measured volume of the vehicle unless the inspector determines that a lesser volume has been loaded. All approved vehicles shall bear a plainly legible sign indicating the specific approved maximum capacity.

Measurement of debris weight shall be accomplished by State certified scales only. Documentation of quarterly scale calibrations may be required.

At the arrival point of each Inspection Station, the vehicle driver shall present the trip ticket to the County Monitor. The County Monitor shall verify the volume and complete the appropriate additional information on the Debris Removal Ticket. The County monitor shall not sign or accept any partially completed information. Only 100 percent complete accurate tickets will be paid by the County. The County Monitor will retain the original copy of the completed ticket.

The vehicle driver's copy shall become the basis on which the Contractor(s) may request payment.

Reports

The Contractor(s) shall coordinate with the Monitoring Contractor(s) to complete daily reports to the County to detail the progress of the debris removal and disposal program. Such reports shall include a description of all areas where work was done, detailing the street names, address, and blocks where debris removal was completed. The reports must also include the types and volumes of debris transported, reduced and disposed.

Payment

The Contractor(s) shall submit weekly invoices with a summary of applicable load tickets to the County's Monitoring Contractor for review and validation of invoices prior to submission to the

County for processing. All invoices for services under this Contract will be made on the basis of the quantity recorded on the individual load tickets. Load tickets that are not accurate and comprehensive, such as but not limited to unsigned, or partially completed, will not be paid by the County. Only 100% complete and accurate tickets will be paid by the County. Contractor(s) is responsible for the integrity of the load ticket information in order to secure payment. Quantities shall be invoiced and rounded to the nearest one-hundredth of the specified unit. Only applicable state and federal reimbursement agencies' eligible items will be paid by the County unless otherwise approved by the County in writing.

As previously stated, all invoices from the Contractor(s) shall be directed to the monitoring Contractor. Within seven (7) calendar days of receipt, the invoices shall be reviewed by the monitoring Contractor to be accepted or rejected. The Contractor shall issue in writing to the County and the Debris Removal Contractor(s), the acceptance or rejection of the invoices. If the invoice is rejected, the letter shall state a detailed reason for the rejection. Only 100% accurate and completed invoices will be forwarded to the County for payment. The Contractor(s) **Shall Not** invoice the County directly.

The County shall pay in accordance with the Florida Prompt Payment Act, Sections 218.70 Florida Statutes, less any costs for damages or inspections. Ten percent (10%) of each invoice shall be retained by the County until satisfactory completion and final acceptance of the work, and final compliance by the Contractor(s). Retention will only be released upon completion and approval of Project Worksheets by applicable reimbursement agencies. Items determined not within reasonable cost, found ineligible, or determined not reimbursable for any other reason by the applicable federal or state agencies will not be paid by the County and will be deducted from held retention if paid under a previous invoice. This nonpayment provision excludes "SPECIAL PROJECTS" work directed and authorized by the County in writing. Should amount of retention exceed the value of outstanding reimbursement a proportionate reduction of retainage will be considered by the County upon written request of the Contractor(s).

In the event the Contractor has utilized sub-contractors or suppliers for materials, release of liens from the sub-contractors and any suppliers shall be required before retention will be released.

Final Project Close Out

Upon final inspection of the project by the County, the Contractor(s) shall submit a detailed description of all debris management activities, to include the total volume, by type of debris hauled and or disposed.

Services not specifically identified in any contract derived from this request may be added to the contract upon mutual consent of the contracting parties.

3.1 DEFINITIONS

Addenda: A written change to a solicitation.

Contract: The agreement to perform the services set forth in this document signed by both parties with any addenda and other attachments specifically incorporated.

Contractor: The Vendor to whom award has been made.

County: Shall refer to Lake County, Florida.

Modification: A written change to a contract.

Proposal: Shall refer to any offer(s) submitted in response to a Request for Proposal.

Proposer: Shall refer to anyone submitting an offer in response to a Request for Proposal.

Request for Proposal (RFP): Shall mean this solicitation documentation, including any and all addenda. An RFP involves evaluation of proposals, and award may be made on a best value basis with price, technical, and other factors considered.

Solicitation: The written document requesting either bids or proposals from the marketplace.

Vendor: a general reference to any entity responding to this solicitation or performing under any resulting contract.

The County has established for purposes of this Request for Proposal (RFP) that the words “shall”, “must”, or “will” indicate an essential requirement or condition which may not be waived.

3.2 INSTRUCTIONS TO PROPOSERS**A. Proposer Qualification**

It is the policy of the County to encourage full and open competition among all available qualified Vendors. All Vendors regularly engaged in the type of work specified in the solicitation are encouraged to submit proposals. Vendors may enroll with the County to be included on a mailing list for selected categories of goods and services. To be recommended for award the County requires that Vendors provide evidence of compliance with the requirements below upon request:

1. Disclosure of Employment
2. Disclosure of Ownership.
3. Drug-Free Workplace.
4. W-9 and 8109 Forms – The Vendor must furnish these forms as required by the Internal Revenue Service.
5. Social Security Number – The Vendor must provide a copy of the primary owner's social security card if the social security number is being used in lieu of the Federal Identification Number (F.E.I.N.)
6. Americans with Disabilities Act (A.D.A.)
7. Conflict of Interest
8. Debarment Disclosure Affidavit.
9. Nondiscrimination
10. Family Leave
11. Antitrust Laws – By acceptance of any contract, the Vendor agrees to comply with all applicable antitrust laws.

B. Public Entity Crimes

Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted Vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted Vendor list.

C. Request for Additional Information

Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the procurement representative identified in the solicitation no later than five (5) working days prior to the proposal due date. Such inquiries or request for information shall be submitted to the procurement representative in writing and shall contain the requester's name, address, and telephone number. The

Procurement Services office may issue an addendum in response to any inquiry received, which changes or clarifies the terms, provisions, or requirements of the solicitation. The proposer should not rely on any representation, statement or explanation whether written or verbal, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict between this solicitation and any addenda, the last addendum issued shall prevail. It is the proposer's responsibility to ensure receipt of all addenda and any accompanying documentation. Failure to acknowledge each addendum may prevent the proposal from being considered for award.

D. Contents of Solicitation and Proposers' Responsibilities

It is the responsibility of the proposer to become thoroughly familiar with the requirements, terms, and conditions of this solicitation. Pleas of ignorance of these matters by the proposer of conditions that exist or may exist will not be accepted as a basis for varying the requirements of the County, or the compensation to be paid to the proposer.

E. Restricted Discussions

From the date of issuance of this solicitation until final County action, Vendors should not discuss the solicitation or any part thereof with any employee, agent, or any other representative of the County except as expressly authorized by the designated procurement representative. The only communications that shall be considered pertinent to this solicitation are appropriately signed written documents from the Vendor to the designated procurement representative and any relevant written document promulgated by the designated procurement representative.

F. Change or Withdrawal of Proposals

1. Changes to Proposal- Prior to the scheduled due date, a proposer may change its proposal by submitting a new proposal specified in the solicitation with a letter on the firm's letterhead, signed by an authorized agent stating that the new submittal replaces the original submittal. The new submittal shall contain the letter and all information as required for submitting the original proposal.

2. Withdrawal of Proposal – A proposal shall be irrevocable unless the proposal is withdrawn as provided herein. A proposal may be withdrawn, either physically or by written notice, at any time prior to the proposal due date. If withdrawn by written notice, that notice must be addressed to, and received by, the designated procurement representative prior to the designated receipt date and time. A proposal may also be withdrawn after expiration of the designated acceptance period, and prior to award, by submitting a letter to the designated procurement representative. The letter must be on company letterhead and signed by an authorized agent of the proposer.

G. Conflicts within the Solicitation

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Pricing Section, or any addendum issued, the order of precedence shall be: the last addendum issued, the Proposal Price Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions. It is incumbent upon the Vendor to identify such conflicts to the designated procurement representative prior to the proposal due date.

H. Prompt Payment Terms

It is the policy of the County that payment for all purchases by County agencies shall be made in a timely manner and that interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act. The proposer may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during proposal evaluation. Proposers are requested to provide prompt payment terms in the space provided on the signature page of the solicitation.

3.3 PREPARATION OF PROPOSALS

- A. The Pricing Section of this solicitation defines requirements of items to be purchased, and must be completed and submitted with the proposal. Use of any other form or alteration of the form may result in rejection of the proposal

- B. The proposal submitted must be legible. Bidders shall use typewriter, computer or ink. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the bid to be rejected.
- C. An authorized agent of the proposer's firm must sign the proposal. **FAILURE TO SIGN THE PROPOSAL MAY BE CAUSE TO REJECT THE PROPOSAL.**
- D. The proposer may submit alternate proposal(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate proposal must meet or exceed the minimum requirements and be submitted as a separate proposal marked "Alternate Proposal".
- E. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
- F. Any proposal received after the designated receipt date through no fault or error of the County will be considered late, and, except under the most exceptional circumstances, may not be considered for award.

3.4 COLLUSION

Where two (2) or more related parties, as defined herein, each submit a proposal for the same contract, such proposals shall be presumed to be collusive. Related parties shall mean proposer or the principals thereof which have a direct or indirect ownership interest in another proposer for the same contract or in which a parent company or the principals thereof of one proposer have a direct or indirect ownership interest in another proposer for the same contract. Furthermore, any prior understanding, agreement, or connection between two (2) or more corporations, firms, or persons submitting a proposal for the same materials, supplies, services, or equipment shall also be presumed to be collusive. Proposals found to be collusive shall be rejected. Proposers which have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred. Any contract resulting from collusive bidding may be terminated for default.

3.5 PROHIBITION AGAINST CONTINGENT FEES

The Vendor warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the Vendor to solicit or secure the contract and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Vendor, any consideration contingent upon or resulting from the award or making of the contract.

3.6 CONTRACTING WITH COUNTY EMPLOYEES

Any County employee or member of his or her immediate family seeking to contract with the County shall seek a conflict of interest opinion from the County Attorney prior to submittal of a response to contract with the County. The affected employee shall disclose the employee's assigned function within the County and interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract.

3.7 INCURRED EXPENSES

This RFP does not commit the County to make an award nor shall the County be responsible for any cost or expense which may be incurred by any proposer in preparing and submitting a proposal, or any cost or expense incurred by any proposer prior to the execution of a purchase order or contract agreement. By submitting a proposal, the proposer also agrees that the County bears no responsibility for any costs associated with the preparation of the proposal and/or any administrative or judicial proceedings resulting from this solicitation process.

3.8 COUNTY IS TAX-EXEMPT

The County is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes. Do not include any tax on any item or service. The County will sign an exemption certificate if submitted by the Contractor. Contractors doing business with the County are not exempt from paying sales tax to their suppliers for

materials to fulfill contractual obligations with the County, nor shall any Contractor be authorized to use any of the County's Tax Exemptions in securing such materials.

3.9 PROPRIETARY/CONFIDENTIAL INFORMATION

Proposers are hereby notified that all information submitted as part of, or in support of proposal submittal will be available for public inspection after the proposal due date in compliance with Chapter 119 of the Florida Statutes (the "Public Record Act"). The proposer should not submit any information in response to this RFP which the proposer considers proprietary or confidential. The submission of any information to the County in connection with this solicitation shall be deemed conclusively to be a waiver from release of the submitted information unless such information is exempt or confidential under the Public Records Act.

3.10 CANCELLATION OF SOLICITATION

The County reserves the right to cancel, in whole or in part, any solicitation when doing so reflects the best interest of the County.

3.11 AWARD

- A. The contract resulting from this solicitation may be awarded to the responsible proposer which submits a proposal determined to provide the best value to the County with price, technical, and other applicable factors considered. The County reserves the right to reject any and all proposals, to waive irregularities or technicalities and to re-advertise for all or any part of this solicitation as deemed in its best interest. The County shall be the sole judge of its best interest.
- B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low bid or in whichever manner deemed in the best interest of the County. This provision specifically supersedes any method of award criteria stated in the solicitation when such action is clearly necessary to protect the best interests of the County.
- C. The County reserves the right to reject any and all proposals if it is determined that prices are excessive or determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.
- D. Award of this solicitation will only be made to firms that satisfy all necessary legal requirements to do business with the County. The County may conduct a pre-award inspection of the proposer's site or hold a pre-award qualification hearing to determine if the proposer is capable of performing the requirements of this solicitation.
- E. The proposer's performance as a prime Contractor or subcontractor on previous County contracts shall be taken into account in evaluating the responsibility of a proposer that submitted a proposal under this solicitation.
- F. Any tie situations will be resolved in consonance with current written procedure in that regard.
- G. Award of the contract resulting from this solicitation may be predicated on compliance with and submittal of all required documents as stipulated in the solicitation.
- H. A Vendor wishing to protest any award decision resulting from this solicitation shall do so as set forth in the County's Purchasing Procedure Manual. It is incumbent upon the Vendor to be aware of the posting of any associated award recommendation. Any protest received after the contract award date may be rejected.

3.12 GENERAL CONTRACT CONDITIONS

The contract shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns. The contract may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto. The failure of any party hereto at any time to enforce any of the provisions of the contract will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect

the validity of, or the right thereafter to enforce, each and every provision of the contract. Any dispute arising during the course of contract performance that is not readily rectified by coordination between the Vendor and the County user department shall be referred to Procurement Services office for resolution.

3.13 OTHER AGENCIES

With the consent of the Vendor, other agencies may make purchases in accordance with the contract. Such purchases shall be governed by the same terms and conditions as stated herein with the exception of the change in agency name.

3.14 CONTRACT EXTENSION

The County has the unilateral option to extend a contract for up to ninety (90) calendar days beyond the current contract period. In such event, the County will notify the Vendor(s) in writing of such extensions. The contract may be extended beyond the initial ninety (90) day extension upon mutual agreement between the County and the Vendor(s). Exercise of the above options requires the prior approval of the Director of Procurement Services.

3.15 WARRANTY

All warranties express and implied, shall be made available to the County for goods and services covered by this solicitation. All goods furnished shall be fully guaranteed by the Vendor against factory defects and workmanship. At no expense to the County, the Vendor shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty period. The special conditions of the solicitation may supersede the manufacturer's standard warranty.

3.16 ESTIMATED QUANTITIES

Estimated quantities or dollars are for Vendor's guidance only. No guarantee is expressed or implied as to quantities or dollar value that will be used during the contract period. The County is not obligated to place any order for a given amount subsequent to the award of this solicitation. The County may use estimated quantities in the award evaluation process. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other entities that may utilize this contract. In no event shall the County be liable for payments in excess of the amount due for quantities of goods or services actually ordered.

3.17 NON-EXCLUSIVITY

It is the intent of the County to enter into an agreement that will satisfy its needs as described within this solicitation. However, the County reserves the right to perform, or cause to be performed, all or any of the work and services herein described in the manner deemed to represent its best interests. In no case will the County be liable for billings in excess of the quantity of goods or services actually provided under this contract.

3.18 CONTINUATION OF WORK

Any work that commences prior to, and will extend, beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the County and the Vendor, continue until completion without change to the then current prices, terms and conditions.

3.19 LAWS, RULES, REGULATIONS AND LICENSES

The Vendor shall comply with all federal, state, and local laws and regulations applicable to provision of the goods and/or services specified in this solicitation. During the term of the contract the Vendor assures that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the Vendor does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against the end/or employees or applicants for employment. The Vendor understands that any contract is conditioned upon the veracity of this statement.

3.20 SUBCONTRACTING

Unless otherwise stipulated herein, the Vendor shall not subcontract any portion of the work without the prior written consent of the County. Subcontracting without the prior consent of the County may result in termination of the contract for default.

3.21 ASSIGNMENT

The Vendor shall not assign or transfer any contract resulting from this solicitation, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the County.

3.22 RESPONSIBILITIES AS EMPLOYER

The employee(s) of the Vendor shall be considered at all times its employee(s), and not an employee(s) or agent(s) of the County. The Contractor shall provide employee(s) capable of performing the work as required. The County may require the Contractor to remove any employee it deems unacceptable. All employees of the Contractor may be required to wear appropriate identification.

3.23 INDEMNIFICATION

To the extent permitted by law, the Vendor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the Vendor or its employees, agents, servants, partners, principals or subcontractors. The Vendor shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The Vendor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Vendor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

3.24 MODIFICATION OF CONTRACT

Any contract resulting from this solicitation may be modified by mutual consent of duly authorized parties, in writing through the issuance of a modification to the contract and/or purchase order as appropriate. This presumes the modification itself is in compliance with all applicable County procedures.

3.25 TERMINATION FOR CONVENIENCE

The County, at its sole discretion, reserves the right to terminate this contract upon thirty (30) days written notice. Upon receipt of such notice, the Vendor shall not incur any additional costs under this contract. The County shall be liable only for reasonable costs incurred by the Vendor prior to notice of termination. The County shall be the sole judge of "reasonable costs."

3.26 TERMINATION DUE TO UNAVAILABILITY OF CONTINUING FUNDING

When funds are not appropriated or otherwise made available to support continuation of performance in a current or subsequent fiscal year, the contract shall be cancelled and the Vendor shall be reimbursed for the reasonable value of any non-recurring costs incurred amortized in the price of the supplies or services/tasks delivered under the contract.

3.27 TERMINATION FOR DEFAULT

The County reserves the right to terminate this contract, in part or in whole, or affect other appropriate remedy in the event the Vendor fails to perform in accordance with the terms and conditions stated herein. The County further reserves the right to suspend or debar the Vendor in accordance with the County

ordinances, resolutions and/or administrative orders. The Vendor will be notified by letter of the County's intent to terminate. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the Vendor.

3.28 FRAUD AND MISREPRESENTATION

Any individual, corporation or other entity that attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity with such Vendor held responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

3.29 RIGHT TO AUDIT

The COUNTY reserves the right to require CONTRACTOR to submit to an audit by any auditor of the COUNTY's choosing. CONTRACTOR shall provide access to all of its records which relate directly or indirectly to this Agreement at its place of business during regular business hours. CONTRACTOR shall retain all records pertaining to this Agreement and upon request make them available to the COUNTY for three (3) years following expiration of the Agreement. CONTRACTOR agrees to provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with applicable accounting and financial standards. Additionally, CONTRACTOR agrees to include the requirements of this provision in all contracts with subcontractors and material suppliers in connection with the work performed hereunder. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the CONTRACTOR to the COUNTY in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the COUNTY's audit shall be reimbursed to the COUNTY by the CONTRACTOR. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the CONTRACTOR's invoices and/or records shall be made within a reasonable amount of time, but in no event shall the time exceed ninety (90) days, from presentation of the COUNTY's audit findings to the CONTRACTOR.

3.30 PUBLIC RECORDS

All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the Vendor for or on behalf of the County shall be the property of the County and will be turned over to the County upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the County are public records available for inspection by any person even if the file or paper resides in the Vendor's office or facility. The Vendor shall maintain the files and papers for not less than three (3) complete calendar years after the project has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the close out of the Contract, the Vendor shall appoint a records custodian to handle any records request and provide the custodian's name and telephone number(s) to the County.

3.31 GOVERNING LAWS

The interpretation, effect, and validity of any contract(s) resulting from this solicitation shall be governed by the laws and regulations of the State of Florida, and Lake County, Florida. Venue of any court action shall be in Lake County, Florida. In the event that a suit is brought for the enforcement of any term of the contract, or any right arising there from, the parties expressly waive their respective rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit.

3.32 STATE REGISTRATION REQUIREMENTS

Any corporation submitting a bid in response to this RFP shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration/ application may be required prior to award of a contract. Any partnership submitting a bid in response to this RFP shall have complied with the applicable provisions of Chapter 620, Florida Statutes. For additional information on these requirements, please contact the Florida Secretary of State's Office, Division of Corporations, 800.755.5111 (<http://www.dos.state.fl.us>).

3.33 PRIME CONTRACTOR

The Vendor awarded the contract shall act as the prime Contractor and shall assume full responsibility for the successful performance under the contract. The Vendor shall be considered the sole point of contact with regard to meeting all requirements of the contract. All subcontractors will be subject to advance review by the County in regards to competency and security concerns. After the award of the contract no change in subcontractors will be made without the consent of the County. The Vendor shall be responsible for all insurance, permits, licenses, and related matters for any and all subcontractors. Even if the subcontractor is self-insured, the County may require the Contractor to provide any insurance certificates required by the work to be performed.

3.34 FORCE MAJEURE

The parties will exercise every reasonable effort to meet their respective obligations hereunder, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with revisions to Government law or regulation, acts of nature, acts or omissions of the other party, fires, strikes, national disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause may be cause for appropriate extension of the performance period.

3.35 NO CLAIM FOR DAMAGES

No claim for damages or any claim other than for an extension of time shall be made or asserted against the County because of any delays. No interruption, interference, inefficiency, suspension, or delay in the commencement or progress of the Work shall relieve the Vendor of duty to perform, or give rise to any right to damages or additional compensation from the County. The Vendor's sole remedy shall be the right to seek an extension to the contract time. However, this provision shall not preclude recovery of damages by the Vendor for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the County.

3.36 TRUTH IN NEGOTIATION CERTIFICATE

For all lump-sum or cost-plus fixed fee agreements exceeding \$150,000, the awarded firm may be required to execute a truth in negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete and current, at the time of contracting.

3.37 GRANT FUNDING

In the event any part of the contract is to be funded by federal, state, or other local agency monies, the Vendor hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. Vendors are advised that payments under the contract may be withheld pending completion and submission of all required forms and documents required of the Vendor pursuant to the grant funding requirements. A copy of the requirements shall be supplied to the Vendor by the County upon request.

RFP TITLE: DISASTER EMERGENCY DEBRIS REMOVAL SERVICES**NOTES:**

- Lake County is exempt from all taxes (Federal, State, Local). Pricing should be less all taxes. A Tax Exemption Certificate will be furnished upon request.
- The Vendor shall not alter or amend any of the information (including, but not limited to stated units of measure, item description, or quantity) stated in the Pricing Section. If any quantities are stated in the pricing section as being “estimated” quantities, Vendors are advised to review the “Estimated Quantities” clause contained in Section 3 of this solicitation.
- Each price offered in your RFP shall be a firm-fixed price, exclusive of any tax. Any bid containing a modifying or “escalator” clause not specifically allowed for under the solicitation will not be considered.
- All pricing shall be FOB Destination unless otherwise specified in this solicitation document.
- All pricing submitted shall remain valid for a 90 day period. By signing and submitting a response to this solicitation, the Vendor has specifically agreed to this condition.
- **Vendors are advised to visit our website at <http://www.lakecountyfl.gov> and register as a potential Vendor. Vendors that have registered on-line receive an e-mail notice when the County issues a solicitation matching the commodity codes selected by a Vendor during the registration process.**

ACKNOWLEDGEMENT OF ADDENDA**INSTRUCTIONS:** Complete Part I or Part II, whichever applies**Part I:**

The bidder must list below the dates of issue for each addendum received in connection with this RFP:

Addendum #1, Dated: _____

Addendum #2, Dated: _____

Addendum #3, Dated: _____

Addendum #4, Dated: _____

Part II:☐ No Addendum was received in connection with this RFP.

PRICE PROPOSAL/COST WORKSHEET*(Item descriptions defined in Section 2 Specifications)***RFP 11-0803****Emergency Debris Disposal Services for Lake County, Florida****Services Related Direct Expenses**

<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT COST</u>
-------------	-----------------	------------------

Debris

Vegetative Debris Collection, Hauling, & Reduction

1 Ton to 1,000 Tons	Per Ton	\$ -
1,001 Tons to 10,000 Tons	Per Ton	\$ -
10,000 Tons to 100,000 Tons	Per Ton	\$ -
100,001 Tons and over	Per Ton	\$ -

1CY to 50,000CY	Per CY	\$ -
50,001CY to 150,000CY	Per CY	\$ -
150,001CY to 350,000CY	Per CY	\$ -
350,001CY to 1,000,000CY	Per CY	\$ -
1,000,001CY and over	Per CY	\$ -

Vegetative Waste (Load & Haul only)

PER YARD

Per ton

Class III Waste Collection & Haul to Landfill*

1 Ton to 1,000 Tons	Per Ton	\$ -
1,001 Tons to 10,000 Tons	Per Ton	\$ -
10,000 Tons to 100,000 Tons	Per Ton	\$ -
100,001 Tons and over	Per Ton	\$ -

1CY to 25,000CY	Per CY	\$ -
25,001CY to 50,000CY	Per CY	\$ -
50,001CY to 150,000CY	Per CY	\$ -
150,001CY to 350,000CY	Per CY	\$ -
350,001CY to 1,000,000CY	Per CY	\$ -
1,000,001CY and over	Per CY	\$ -

* Disposal Fee to be billed separately

C & D Collection & Haul to Landfill*

1 Ton to 1,000 Tons	Per Ton	\$ -
1,001 Tons to 10,000 Tons	Per Ton	\$ -
10,000 Tons to 100,000 Tons	Per Ton	\$ -
100,001 Tons and over	Per Ton	\$ -

1CY to 25,000CY	Per CY	\$ -
-----------------	--------	------

SECTION 4 – PRICING/ CERTIFICATIONS/ SIGNATURES

RFP Number: 11-0803

25,001CY to 50,000CY	Per CY	\$ -
50,001CY to 150,000CY	Per CY	\$ -
150,001CY to 350,000CY	Per CY	\$ -
350,001CY to 1,000,000CY	Per CY	\$ -
1,000,001CY and over	Per CY	\$ -

** Disposal Fee to be billed separately***Misc. Services**

Vegetative Debris Reduction Only	Per CY	\$ -
Vegetative Debris Disposal in County	Per CY	\$ -
Vegetative Debris Disposal Out of County	Per CY	\$ -
Electronic Waste Collection & Haul	Per Ton	\$ -
White Goods Collection & Haul	Per Ton	\$ -
Vehicles – Passenger Car	Per Unit	\$ -
Single axle	Per Unit	\$ -
Double Rear Axle		
Tractor w/ Trailer		

Vessels – 0 – 20 feet
21 – 40 feet
41 - & above

Animal Carcasses – Agricultural
Domestic

Leaners (Measured (4) four foot diameter breast height (DHB))

3 Inches to 5 inches	Per Tree	\$ -
6 Inches to 11 inches	Per Tree	\$ -
12 Inches to 17 inches	Per Tree	\$ -
18 inches to 23 inches	Per Tree	\$ -
24 inches to 29 inches	Per Tree	\$ -
30 inches to 35 inches	Per Tree	\$ -
36 inches to 41 inches	Per Tree	\$ -
42 inches to 47 inches	Per Tree	\$ -
48 inches to 53 inches	Per Tree	\$ -
54 inches to 59 inches	Per Tree	\$ -
60 inches +	Per Tree	\$ -

Hazardous Stumps

24 inches to 29 inches	Each	\$ -
30 inches to 35 inches	Each	\$ -
36 inches to 41 inches	Each	\$ -
42 inches to 47 inches	Each	\$ -
48 inches to 53 inches	Each	\$ -
54 inches to 59 inches	Each	\$ -
60 inches +	Each	\$ -

Hangers

Vegetative Hanging Limb Removal	Per Tree	\$ -
Non-Vegetative Hanger Removal	Per Tree	\$ -
Non-Vegetative Hanger Removal	Per Ton	\$ -

Hourly Equipment and Labor Rates

JD 544 Wheel Loader with debris grapple	Per Hour	\$ -
JD 644 Wheel Loader with debris grapple	Per Hour	\$ -
Extend boom Forklift with debris grapple	Per Hour	\$ -
753 Bobcat Skid Steer Loader with debris grapple	Per Hour	\$ -
753 Bobcat Skid Steer Loader with bucket	Per Hour	\$ -
753 Bobcat Skid Steer Loader with street sweeper	Per Hour	\$ -
30-50 H Farm Tractor with box blade or rake	Per Hour	\$ -
2 – 2 ½ cu. yd. Articulated Loader with bucket	Per Hour	\$ -
3 – 4 cu. yd. Articulated Loader with bucket	Per Hour	\$ -
JD 648E Log Skidder or equivalent	Per Hour	\$ -
CAT D4 Dozer	Per Hour	\$ -
CAT D5 Dozer	Per Hour	\$ -
CAT D6 Dozer	Per Hour	\$ -
CAT D7 Dozer	Per Hour	\$ -
CAT D8 Dozer	Per Hour	\$ -
CAT 125 – 140 HP Motor Grader	Per Hour	\$ -
JD 690 Track hoe with debris grapple	Per Hour	\$ -
JD 690 Track hoe with bucket and thumb	Per Hour	\$ -
Rubber Tired Excavator with debris grapple	Per Hour	\$ -
JD 310 Rubber Tired Backhoe with bucket and hoe	Per Hour	\$ -
210 Prentiss Knuckle boom with debris grapple	Per Hour	\$ -
CAT 623 Self-Loader Scraper	Per Hour	\$ -
Hand-Fed Debris Chipper	Per Hour	\$ -
30 Ton Crane	Per Hour	\$ -
50 Ton Crane	Per Hour	\$ -
100 Ton Crane (8 hour minimum)	Per Hour	\$ -
40 – 60' Bucket Truck	Per Hour	\$ -
Greater than 60' Bucket Truck	Per Hour	\$ -
Fuel/ Service Truck	Per Hour	\$ -
Water Truck	Per Hour	\$ -
Portable Light Plant	Per Hour	\$ -
Lowboy Trailer with Tractor	Per Hour	\$ -
Flatbed Truck	Per Hour	\$ -
Pick-up Truck (unmanned)	Per Hour	\$ -
Self-Loading Dump Truck with debris grapple	Per Hour	\$ -
Single Axel Dump Truck, 5 – 12 cu. yd.	Per Hour	\$ -
Tandem Axle Dump Truck, 16 – 20 cu. yd.	Per Hour	\$ -
Tandem Axle Dump Truck, 21 – 30 cu. yd.	Per Hour	\$ -
Tandem Axle Dump Truck, 31 – 50 cu. yd.	Per Hour	\$ -
Tandem Axle Dump Truck, 51 – 80 cu. yd.	Per Hour	\$ -
Chainsaw (without operator)	Per Hour	\$ -
Laborer, with small hand tools	Per Hour	\$ -

SECTION 4 – PRICING/ CERTIFICATIONS/ SIGNATURESRFP Number: 11-0803

Skilled Saw man	Per Hour	\$	-
Crew Foreman with cell phone	Per Hour	\$	-
Tree Climber	Per Hour	\$	-

All equipment rates include the cost of the operator, fuel, and maintenance.

All labor rates include the cost of personal protective equipment, including but not limited to: hardhat, traffic safety vest, steel-toed shoes, gloves, leggings and protective eyewear.

This document must be completed and returned with your Submittal

By Signing this Proposal the Proposer Attests and Certifies that:

- It satisfies all legal requirements (as an entity) to do business with the County.
- The undersigned Vendor acknowledges that award of a contract may be contingent upon a determination by the County that the Vendor has the capacity and capability to successfully perform the contract.
- The proposer hereby certifies that it understands all requirements of this solicitation, and that the undersigned individual is duly authorized to execute this proposal document and any contract(s) and/or other transactions required by award of this solicitation.

Certification Regarding Acceptance of County Electronic Payable Process

Vendor will accept payment using the County's VISA- based electronic payment system: ☐ Yes ☐ No

Purchasing Agreements with Other Government Agencies

This section is optional and will not affect contract award. If Lake County awarded you the proposed contract, would you sell under the same terms and conditions, for the same price, to other governmental agencies in the State of Florida? Each governmental agency desiring to accept to utilize this contract shall be responsible for its own purchases and shall be liable only for materials or services ordered and received by it. ☐ Yes ☐ No (Check one)

Certification Regarding Felony Conviction

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years? ☐ Yes ☐ No (Check one)

Conflict of Interest Disclosure Certification

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

DUNS Number (Insert if this action involves a federal funded project): _____

General Vendor Information:

Firm Name: _____
 Street Address: _____
 Mailing Address (if different): _____
 Telephone No.: _____ Fax No.: _____ E-mail: _____
 FEIN No. _____ - _____ Prompt Payment Terms: _____ % _____ days, net _____

Award of Contract by the County: (Official Use Only)

By signature below, the County confirms award to the above-identified Vendor under the above identified solicitation. A separate purchase order will be generated by the County to support the contract.

Vendor awarded as:

☐ Sole Vendor ☐ Pre-qualified pool Vendor based on price
☐ Pre-qualified pool Vendor (spot bid) ☐ Primary Vendor for items: _____
☐ Secondary Vendor for items: _____ ☐ Other status: _____
 Signature of authorized County official: _____ Date: _____
 Printed name: _____ Title: _____
 Purchase Order Number assigned to this contract for billing purposes: _____

THE FOLLOWING DOCUMENTS ARE ATTACHED

Attachment 1: Work References

Attachment 2: Vendor Profile Form

Attachment 3: Similar Projects Form

Attachment 4: Map of Lake County

Attachment 5: Florida Map-Identification of Lake County

Attachment 6: Disclosure of subcontractors, sub-Contractors, and suppliers

Attachment 7: Drug Free Workplace Certificate

Attachment 8: Conflict of Interest Form

Attachment 9: FHWA-1273

Required Contract Provisions for Federal-Aid Construction Contracts

WORK REFERENCES

Agency	
Address	
City,State,ZIP	
Contact Person	
Telephone	
Date(s) of Service	
Type of Service	
Comments:	

Agency	
Address	
City,State,ZIP	
Contact Person	
Telephone	
Date(s) of Service	
Type of Service	
Comments:	

Agency	
Address	
City,State,ZIP	
Contact Person	
Telephone	
Date(s) of Service	
Type of Service	
Comments:	

VENDOR PROFILE FORM

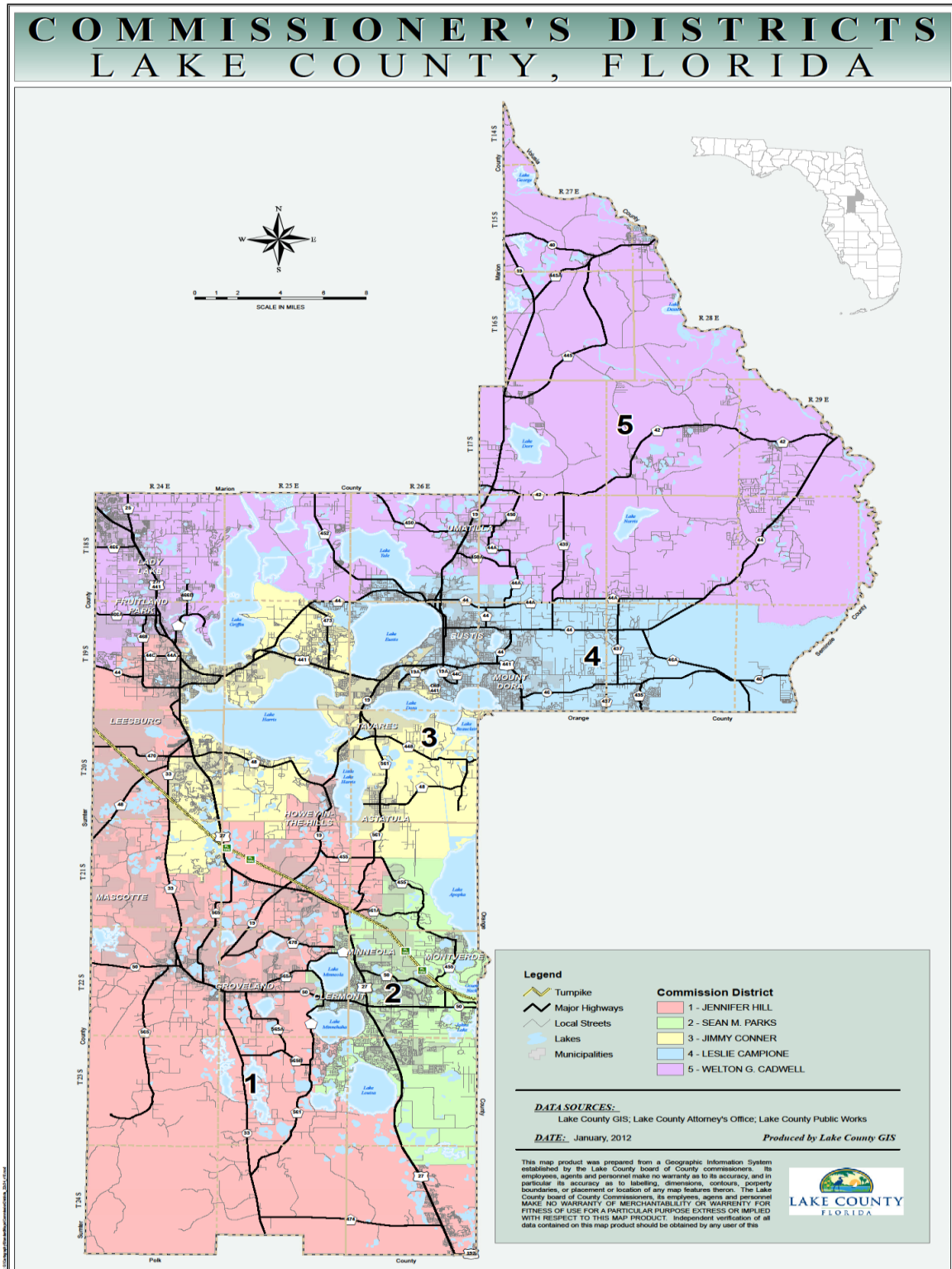
<p>1. Bidder Name & Address:</p> 	<p>1d. Licensed to do business in the State of Florida?</p> <p style="text-align: center;">_____ Yes _____ No</p>
<p>1a. FEIN #</p> <p>_____</p>	<p>1e. Name, Title & Telephone Number of Principal to Contact</p>
<p>1b. Year Firm was established _____</p> <p>1c. Are you a “Not for Profit” 501(c)(3) organization?</p> <p style="text-align: center;">Yes _____ No _____</p> <p>If you answered yes, please provide proof.</p>	<p>1f. Address of office to perform work, if different from Item 1</p>
<p>2. Please list the key personnel that your firm will commit to the County project and attach a copy of each key person’s resume.</p> 	
<p>3. The foregoing is a statement of facts.</p> <p>Signature: _____ Date: _____</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">(Typed or Printed Name) (Title)</p>	

SIMILAR PROJECTS FORM

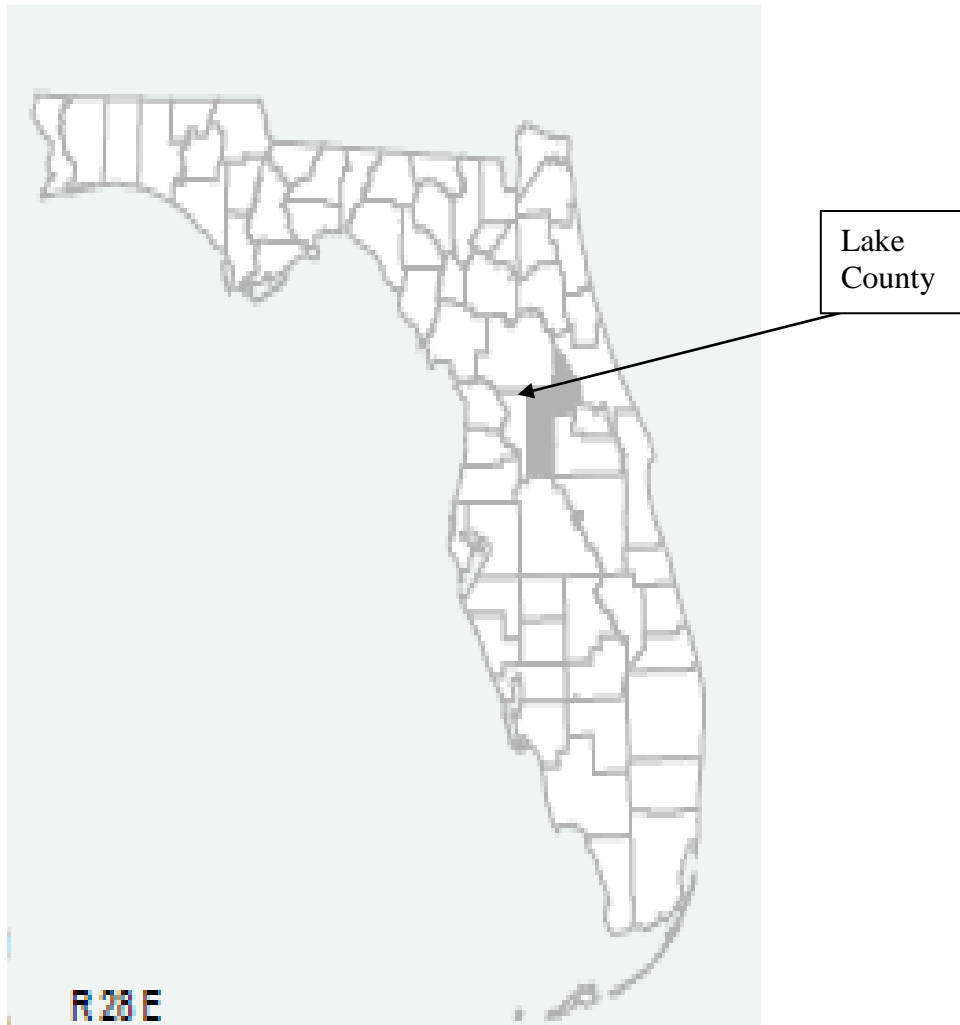
Work by firm or individual which best illustrates current qualifications relevant to the County's project that has been/is being accomplished by personnel that shall be assigned to the County's project. List no more than ten (10) projects. (This form may be reproduced.)

<u>Project Name, Entity Name, Address & Location</u>	<u>Contact Person:</u>
	<u>Title:</u>
Completion Date (Actual or Estimated) _____ Project Cost: \$_____	<u>Telephone Number</u>
<u>Scope of Entire Project:</u> List the tasks accomplished (Attach samples of deliverables, outlines or descriptions of items).	
<u>Firm's personnel (name/project assignment) that worked on the stated project that shall be assigned to the County's project.</u>	

Attachment 5 Map of Lake County



Attachment 6
Map of State of Florida/Location of Lake County



DISCLOSURE OF SUBCONTRACTORS, SUB-CONTRACTORS AND SUPPLIERS

Name of Firm Submitting Proposals

(Printed or Typed)

Name of Person Submitting Proposals

(Printed or Typed)

Please list all Subcontractors, Sub-consultants, and Suppliers to be used in connection with performance of the Contract. (Use additional pages, if necessary):

Company Name: _____

Address: _____

Company Name: _____

Address: _____

Company Name: _____

Address: _____

Company Name: _____

Address: _____

Company Name: _____

Address: _____

This document must be completed and returned with your Submittal

DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that my firm:

- Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.
- Informs employees about the dangers of drug abuse in the workplace, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, please or guilty or nolo contendere to, any violation of Chapter 893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the workplace, no later than five (5) days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.
- Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- Makes a good faith effort to continue to maintain a drug free workplace through the implementation of the Drug Free Workplace program.
- "As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein".

Authorized Signature

Company Name

State of: _____

County of: _____

Sworn to and subscribed before me this _____ day of _____, 20____

Personally known _____ or Produced Identification _____
(Specify Type of Identification)

Signature of Notary

My Commission Expires: _____

***This document must be completed and returned with your Submittal
Inability or refusal to sign this document will deem your offer non-responsive per***

Conflict of Interest Disclosure Form.

I HEREBY CERTIFY that

1. I (*printed name*) _____ am the (*title*) _____ and the duly authorized representative of the firm of (*Firm Name*) _____ whose address is _____, and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting; and,
2. Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project;
And,
3. This proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

EXCEPTIONS (List)

Signature: _____

Printed Name: _____

Firm Name: _____

Date: _____

Sworn to and described before me this _____ day of _____, 2003.

Personally known _____

OR Produced identification _____ Notary Public - State of _____

(Type of Identification) My Commission expires _____

(Printed, typed or stamped commissioned name of Notary Public)

CONTRACT REQUIREMENTS FOR EMERGENCY RELIEF PROGRAM AGREEMENTS

Agreements for emergency work that are entered into by Local Governments with third parties to perform Emergency Relief Program work for which the Local Government intends to seek reimbursement involving FHWA Emergency Relief Program funds, must comply with all Federal contract provision requirements outlined or referred to in 23 CFR Part 633A.

- a. Third party agreements must be negotiated, solicited or openly bid by the Local Government. *Note: Pre-event agreements must be openly bid and contain all FHWA Contract provisions.*
 - a. 1. Pre-Event Contracts for Debris Monitoring Services must be procured in accordance with Section 287.057, Florida Statutes, as a contractual service or Section 287.055, Florida Statutes, as a professional service and the procurement method must be consistent with 49 CFR Part 18. Debris Monitoring contracts must include all federal aid contract requirements (a copy of which is attached hereto) and must be consistent with the FHWA approved boilerplate, Debris Monitoring Scope of Services.
 - a. 2. Pre-Event Professional Consultant Contracts must be procured in accordance with Section 287.055, Florida Statutes, and 23 CFR Part 172. Contracts must include all federal aid contract requirements and must be consistent with the FHWA approved boilerplate, CEI Scope of Services.
- b. Include provisions mandating compliance with Davis-Bacon wage rates and include the wage rate tables in the agreement, said tables being available at: <http://www.dot.state.fl.us/construction/wage.shtm>
 - b. 1. Davis-Bacon labor standards do not apply to Debris Removal work unless done in conjunction with a Construction project.
- c. Include the “Required Contract Provisions for Federal-Aid Construction Contracts” (FHWA – 1273) a copy of which is attached hereto.
 - c. 1. Form 1273 is not required for scope of work specific to Debris Removal Monitoring.
- d. Local Government emergency contracts should be consistent with the FHWA approved Scopes of Service boilerplates. Consistent means the contract includes all necessary federal-aid contract requirements and contains all the same basic criteria as provided in the FHWA approved Scopes of Service boilerplates. The approved Scopes of Service boilerplates can be found on the Department’s website at <http://www.dot.state.fl.us/statemaintenanceoffice/scopes.shtm>
- e. Mandate compliance with Federal “Buy America Requirements”, a copy which is attached hereto.

- f. Mandate coordination by the Local Government and the third party Contractor with the Department to assure compliance with the requirements of the National Environment Policy Act (NEPA) of 1969.**
- g. Mandate compliance with 49 CFR Part 26, Disadvantaged Business Enterprise Program, including the requirements for the Contractor and /or the Local Government to report monthly on the Equal Opportunity Reporting System on the Department's website found at <http://www.dot.state.fl.us/equalopportunityoffice/> .**
- h. Mandate compliance with all requirements as imposed by the American with Disabilities Act of 1990 (ADA), the regulations of the Federal government issued thereunder, and assurance by the Local Government pursuant thereto.**
- i. Mandate compliance with all requirements as imposed by the Equal Employment Opportunity (EEO) as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60) and orders of the Secretary of Labor and imposed pursuant to 23 U.S.C. 140, and assurance by the Local Government pursuant thereto.**
- j. Mandate compliance with the convict labor prohibition in 23 U.S.C. 114. Convict labor cannot be used in Emergency Relief construction projects.**
- k. Mandate compliance with the use of suspended or debarred Contractors. Recipients of Federal funds are prohibited from doing business with Contractors who have been suspended or debarred.**

Environmental Considerations:

Repair projects under the ER program must comply with the requirements of the National Environmental Policy Act (NEPA) of 1969. Emergency repairs to restore essential travel, minimize the extent of damage, or protect remaining facilities are normally classified as categorical exclusions under 23 CFR 771.117(c)(9), as are ER projects to restore permanently the existing facility in-kind at the existing location, ref. 23 CFR Part 771.117(d). However, if impacts to protected or otherwise sensitive or high-value resources are possible, advance coordination with the appropriate local, State, and Federal resource agencies should be closely considered to avoid or minimize project delays or shutdowns.

On occasion, an ER project that includes betterment, whether or not eligible for ER funding, may require further NEPA review. Although on the surface a project may appear to qualify for a categorical exclusion, certain betterments may need either an environmental assessment (EA) to determine whether or not the project will cause significant environmental impacts, or an environmental impact statement (EIS) if significant impacts are predicted. This is illustrated by the following example:

Project Betterment Requiring Environmental Evaluation

When repairing a section of roadway inundated and seriously damaged by floodwaters, it was determined that a grade raise could be economically justified for ER funding. Raising the grade of the roadway will require small amounts of additional right-of-way from adjacent wetland areas. In addition, in future flood events, the higher roadway grade could impound additional water and flood other upstream areas. As a result of the project's potential impact on wetlands and future flooding patterns, further evaluation was necessary to determine the appropriate level of NEPA documentation.

The NEPA project development process provides the final Federal-aid highway project decision, occasionally including a facility on new location. As noted above, ER projects to construct replacement facilities may require environmental assessments or environmental impact statements, depending on the potential level of impacts to resources, the value of the resources, and what, if any, legal protections apply to the resources. However, even replacement facilities constructed at the existing location of the damaged facility may require extra environmental evaluation beyond that needed for a routine categorical exclusion. These situations are illustrated by the following examples:

Replacement at New Location

A roadway was permanently submerged by water backing up behind a naturally created dam, and it has been determined replacement of the inundated highway facility at its existing location is neither practical nor feasible, and various alternate locations may be available to relocate this section of highway. The NEPA process documents consideration of appropriate project alternatives and their potential impacts and determines that the preferred alternative is replacement of the old facility on a specific new location or site. Although a categorical exclusion can be used if circumstances merit, early environmental coordination may determine that an EA or an EIS is necessary to do this.

Replacement at Existing Location

An existing bridge over a river has been damaged beyond repair but can be replaced with a bridge of comparable width and length at the same location. However, this section of river contains critical habitat for a Federally listed endangered species, which would be seriously impacted during the scheduled construction period. As a result of this potential impact, the project decision could not be categorically excluded, and additional NEPA evaluation and documentation was necessary.

Required Contract Provisions Federal-Aid Construction Contracts

- I. [General](#)
- II. [Nondiscrimination](#)
- III. [Nonsegregated Facilities](#)
- IV. [Payment of Predetermined Minimum Wage](#)
- V. [Statements and Payrolls](#)
- VI. [Record of Materials, Supplies, and Labor](#)
- VII. [Subletting or Assigning the Contract](#)
- VIII. [Safety: Accident Prevention](#)
- IX. [False Statements Concerning Highway Projects](#)
- X. [Implementation of Clean Air Act and Federal Water Pollution Control Act](#)
- XI. [Certification Regarding Debarment, Suspension Ineligibility, and Voluntary Exclusion](#)
- XII. [Certification Regarding Use of Contract Funds for Lobbying](#)

Attachments

- A. [Employment Preference for Appalachian Contracts \(included in Appalachian contracts only\)](#)

I. GENERAL

- 1. These contract provisions shall apply to all work performed on the contract by the Contractor's own organization and with the assistance of workers under the Contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.
- 2. Except as otherwise provided for in each section, the Contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.
- 3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.
- 4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

Section I, paragraph 2;

Section IV, paragraphs 1, 2, 3, 4, and 7;

Section V, paragraphs 1 and 2a through 2g.

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the DOL, or the Contractor's employees or their representatives.
6. **Selection of Labor:** During the performance of this contract, the Contractor shall not:
 - a. discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or
 - b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

II. NONDISCRIMINATION

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the Contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the Contractor agrees to comply with the following minimum specific requirement activities of EEO:
 - a. The Contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.
 - b. The Contractor will accept as his operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training."
2. **EEO Officer:** The Contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active Contractor program of EEO and who must be assigned adequate authority and responsibility to do so.

3. **Dissemination of Policy:** All members of the Contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the Contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
 - a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the Contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
 - b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the Contractor's EEO obligations within thirty days following their reporting for duty with the Contractor.
 - c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the Contractor's procedures for locating and hiring minority group employees.
 - d. Notices and posters setting forth the Contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
 - e. The Contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.
4. **Recruitment:** When advertising for employees, the Contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.
 - a. The Contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the Contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the Contractor for employment consideration.
 - b. In the event the Contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the Contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the Contractor to do the same, such implementation violates Executive Order 11246, as amended.)

- c. The Contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.
- 5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:
 - a. The Contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
 - b. The Contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
 - c. The Contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the Contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
 - d. The Contractor will promptly investigate all complaints of alleged discrimination made to the Contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the Contractor will inform every complainant of all of his avenues of appeal.
- 6. **Training and Promotion:**
 - a. The Contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.
 - b. Consistent with the Contractor's work force requirements and as permissible under Federal and State regulations, the Contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.
 - c. The Contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
 - d. The Contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

7. **Unions:** If the Contractor relies in whole or in part upon unions as a source of employees, the Contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the Contractor either directly or through a Contractor's association acting as agent will include the procedures set forth below:
 - a. The Contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.
 - b. The Contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
 - c. The Contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the Contractor, the Contractor shall so certify to the SHA and shall set forth what efforts have been made to obtain such information.
 - d. In the event the union is unable to provide the Contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the Contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the Contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the Contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such Contractor shall immediately notify the SHA.
8. **Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The Contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.
 - a. The Contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.
 - b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the Contractor enters into pursuant to this contract. The Contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.

- c. The Contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.
- 9. **Records and Reports:** The Contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.
 - a. The records kept by the Contractor shall document the following:
 - 1. The number of minority and non-minority group members and women employed in each work classification on the project;
 - 2. The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;
 - 3. The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and
 - 4. The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.
 - b. The Contractors will submit an annual report to the SHA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the Contractor will be required to collect and report training data.

III. NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

- a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction Contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.
- b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or

disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

c. The Contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

0. General:

- a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.
- b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.
- c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

1. Classification:

- a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.
- b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:
 1. the work to be performed by the additional classification requested is not performed by a classification in the wage determination;
 2. the additional classification is utilized in the area by the construction industry;
 3. the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
 4. with respect to helpers, when such a classification prevails in the area in which the work is performed.
- c. If the Contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- d. In the event the Contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary
- e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

2. Payment of Fringe Benefits:

- a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.
- b. If the Contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

3. Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:

- a. Apprentices:
 1. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.
 2. The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the Contractor's or subcontractors registered program shall be observed.
 3. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the

applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

4. In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:

1. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.
2. The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.
3. Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.

4. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. **Helpers:**

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, who is not a helper under an approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

4. **Apprentices and Trainees (Programs of the U.S. DOT):**

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. **Withholding:**

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the Contractor or subcontractor under this contract or any other Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime Contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the SHA contracting officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

6. **Overtime Requirements:**

No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

7. **Violation:**

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the Contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

8. Withholding for Unpaid Wages and Liquidated Damages:

The SHA shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

V. STATEMENTS AND PAYROLLS

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

0. Compliance with Copeland Regulations (29 CFR 3):

The Contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

1. Payrolls and Payroll Records:

- a. Payrolls and basic records relating thereto shall be maintained by the Contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.
- b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs

reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the Contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

- c. Each Contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors.
- d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
 - 1. that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;
 - 2. that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;
 - 3. that each laborer or mechanic has been paid not less than the applicable wage rate and fringe benefits or cash equivalent for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.

- f. The falsification of any of the above certifications may subject the Contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.
- g. The Contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the Contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

0. On all Federal-aid contracts on the National Highway System, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than \$1,000,000 (23 CFR 635) the Contractor shall:

- a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.
- b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.
- c. furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.

1. At the prime Contractor's option, either a single report covering all contract work or separate reports for the Contractor and for each subcontract shall be submitted.

VII. SUBLETTING OR ASSIGNING THE CONTRACT

0. The Contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the Contractor's own organization (23 CFR 635).

- a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime Contractor and equipment owned or rented by the prime Contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime Contractor.
- b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.

1. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the Contractor under the contract provisions.

2. The Contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.

3. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

VIII. SAFETY: ACCIDENT PREVENTION

0. In the performance of this contract the Contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The Contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

1. It is a condition of this contract, and shall be made a condition of each subcontract, which the Contractor enters into pursuant to this contract, that the Contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

2. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, Contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined not more than \$10,000 or imprisoned not more than 5 years or both."

X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$100,000 or more.)

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction Contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

0. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

1. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.
2. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
3. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

0. Instructions for Certification - Primary Covered Transactions:

(Applicable to all Federal-aid contracts - 49 CFR 29)

- a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
- d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.

- f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.
- i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary
Exclusion--Primary Covered Transactions**

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract

under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and

d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

1. Instructions for Certification - Lower Tier Covered Transactions:

(Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 29)

. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

a. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

b. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

c. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

d. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

e. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

f. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

g. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

h. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions:

9. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

10. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

0. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

a. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and

submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

1. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

2. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT A - EMPLOYMENT PREFERENCE FOR APPALACHIAN CONTRACTS

(Applicable to Appalachian contracts only.)

3. During the performance of this contract, the Contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the sub region, or the Appalachian counties of the State wherein the contract work is situated, except:

. To the extent that qualified persons regularly residing in the area are not available.

a. For the reasonable needs of the Contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

b. For the obligation of the Contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph 1c shall not exceed 20 percent of the total number of employees employed by the Contractor on the contract work, except as provided in subparagraph 4 below.

4. The Contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which he estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the Contractor in the original job order is substantially modified, he shall promptly notify the State Employment Service.

5. The Contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The Contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

6. If, within 1 week following the placing of a job order by the Contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the Contractor, or less than the number requested, the State Employment Service will forward a certificate to the Contractor indicating the unavailability of applicants. Such certificate shall be made a part of the Contractor's permanent project records. Upon receipt of this certificate, the Contractor may

employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph 1c above.

7. The Contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

This page last modified on March 11, 2005